

A Discussion of Fee in Lieu of Tax and Similar Incentives

1. A comparison with Georgia and North Carolina.
2. How did S.C. become such a high tax state for industry?
3. What fee in lieu does?
4. Smart Development – when should it be used?

9-18-07
Workshop

A Scenario for Comparison

- Industry X
 - \$10,000,000 investment
 - \$5,000,000 building
 - \$5,000,000 Machinery & Equipment
 - Locating in Oconee County, S.C., Burke County, N.C. or Hart County, G.A.
- Property Taxes are an operational expense and affect the return on investment received by the Shareholders.

Property Tax Comparison Standard

Year	S.C. (Oconee)	N.C. (Burke)	G.A. (Hart)
1	\$136,633	\$ 60,800	\$ 69,440
2	128,681	57,456	65,620
3	120,728	51,461	62,011
4	112,776	48,631	58,600
5	104,824	45,956	55,377
6	143,514	43,429	52,331
7	131,733	41,040	49,453
8	119,952	38,783	46,733
9	117,810	36,650	44,163
10	117,810	34,634	41,734
	<u>\$1,234,461</u>	<u>\$355,918</u>	<u>\$499,009</u>

Tax Differential

- Obviously, Oconee County and all South Carolina counties start with a higher tax rate than our common competitors.
- Oconee vs. Hart County
 - \$1,234,461 minus \$499,009 = \$735,452
- Oconee vs. Burke County
 - \$1,234,461 minus \$355,918 = \$878,543

Property Tax Comparison Fee in Lieu

Year	S.C. (Oconee)	N.C. (Burke)	G.A. (Hart)
1	\$115,668	\$ 60,800	\$ 69,400
2	108,936	57,456	65,620
3	102,204	51,461	62,011
4	95,472	48,631	58,600
5	88,740	45,956	55,377
6	82,008	43,429	52,331
7	75,276	41,040	49,453
8	68,544	38,783	46,733
9	67,320	36,650	44,163
10	67,320	34,634	41,734
	\$871,491	\$355,918	\$499,009

Tax Differential With FILOT

- Oconee vs. Hart with FILOT
 - \$871,491 minus \$499,009 = \$372,482
- Oconee vs. Burke with FILOT
 - \$871,491 minus \$355,918 = \$515,573
- The differential in both cases has been reduced by the \$362,970 in tax relief from the FILOT.
- There still remains a substantial difference in property tax.

Why Is S.C. So High?

- The S.C. tiered property tax assessment system
 - Owner occupied homes 4%
 - Agricultural property 4%
 - Commercial, rental & other 6%
 - Industrial 10.5%
- \$1,000,000 example at 250 mills
 - 4% \$10,000
 - 6% \$15,000
 - 10.5% \$26,250

A Short History of S.C. Property Tax

- The Constitution of 1895
- (1) All real and personal property owned by or leased to manufacturers, utilities and mining operations and used by the manufacturer, utility or mining operation, in the conduct of such business shall be taxed on an assessment equal to ten and one-half percent of the fair market value of such property.

The Constitution of 1895

- (3) The legal residence and not more than five acres contiguous thereto shall be taxed on an assessment equal to four percent of the fair market value of such property.
- (4) Agricultural real property which is actually used for such purposes shall be taxed on an assessment equal to four percent.

The Constitution of 1895

- (5) All other real property not herein provided for shall be taxed on an assessment equal to six percent of the fair market value of such property.

Effect of Fee in Lieu

- A fee in lieu can reduce the assessment rate from the Industrial 10.5% to the Commercial 6%
- If more than \$300,000,000 is invested and 150 jobs created, it can reduce the assessment to the agricultural 4%

Cost Burden

- Counties and School Districts incur costs from development differently.
- Counties – Infrastructure vs. Employment
 - Random development
 - Designed development parks
- Schools – Students added to the community – School ideal – large investment with no new jobs

Multi-county Parks

- How are they legal? S.C. Constitution - Article VIII
 - **SECTION 13.** Joint administration of functions and exercise of powers.
 - (D) Counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties. The area comprising the parks and all property having a situs therein is exempt from all ad valorem taxation. The owners or lessees of any property situated in the park shall pay an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for the exemption herein provided. The participating counties shall reduce the agreement to develop and share expenses and revenues of the park to a written instrument which is binding on all participating counties....

Parks – cont.

- Is it a “developed” Industrial Park?
 - It is a location designated by the two or more counties.
 - It may or may not be a “developed” park.
 - The park agreement must address the costs of developing the park.
- Why develop a park?
 - Save costs.
 - Influence where development happens and thus the cost of the development.
 - Enhance the attractiveness of the area to businesses.

Project Infrastructure Financing

- Infrastructure Credits
 - What is an Infrastructure Tax Credit?
 - For what can it be used?
- Special Source Revenue Bonds
 - How are they issued?
 - How are they paid?
 - For what can they be used?

Smart Development

- Know and control your costs
 - Will new infrastructure be necessary for the Project?
 - Will the development caused by the Project result in the need for more infrastructure?
 - Does the value of the Project justify the cost of the new infrastructure?
- Controlling the cost of development
 - Random versus controlled development
 - Cooperation between local and state government
 - Cooperation between county and school government

Smart Development – cont.

- Existing Industries and expansions
 - Typically needs less public infrastructure
 - Normally has higher percentage of local hires
 - Less likely to result in new subdivisions or schools
- Is it a competitive project?
 - Does the company have other locations that manufacture similar products?
 - Can the end product be distributed from other areas as easily?
 - Does the existing facility have excess capacity?

Cost Benefit Analysis

	20 -Year NPV
■ State Costs	\$132,432
- Corporate Jobs Tax Credit	\$ -0-
- Job Development Fee, JDF (Withholding)	\$ -0-
- Economic Impact Zone Equipment Credit	\$ 28,169
- CATT	\$ -0-
- Set-Aside Fund & Other Grants	\$ 23,068
- Increased State Education Costs	\$ 392
- Property Tax Relief	\$ 184,061
Total State Costs	
■ State Benefits	\$662,830
- State Revenues From Direct and Indirect Activity	\$ -0-
- Rural Infrastructure Fund	\$ 23,062
- Reduction of AFDC Costs	\$685,893
Total State Benefits	
Net State Benefits	\$501,832

Cost Benefit Analysis cont.

■ Local Government Costs	
- Fee-in-Lieu of Property Tax	\$327,834
- MCP Split	\$ 10,182
- Special Source	\$ 72,132
- Gov't Services	\$ 13,436
- Education Costs	\$ 28,846
- Site Acquisition	\$ -0-
- Site Preparation	\$ -0-
- Site Utilities	\$ -0-
- Special Infrastructure	\$ -0-
Total Value of costs	\$452,433

Cost Benefit Analysis cont.

■ Local Government Benefits		
- Taxes from existing building	\$	-0-
- Direct Property Taxes	\$	\$1,018,232
- New Residential Prop. Taxes		
Single family -- (Owner occupied)	\$	451
Single family (Rental)	\$	45
Multi-family (Rental)	\$	-0-
- Prop. Taxes from New Autos	\$	4,317
- LOST from Const. Materials	\$	-0-
- LOST from Increase Retail Sales	\$	-0-
- LOST from Operational Supplies	\$	-0-
- Public Utilities	\$	-0-
Total Value of Benefits	\$	\$1,023,045
Net Local Benefits	\$	570,612

9-18-07

**OCONEE COUNTY COUNCIL
ORDINANCE NO 2007-15**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND ITRON, INC.; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act, and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Itron, Inc., a corporation duly incorporated under the laws of the State of Delaware (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a facility which manufactures electronic meters and products in which the minimum level of taxable investment is not less than Thirty Million Dollars (\$30,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5th) year following the year of execution of the Fee Agreement, all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the

inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subservise the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on July 17, 2007, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, the site at which the Project is already located in a joint county industrial and business park with Williamsburg County dated December 6, 1994.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a facility which manufactures electronic meters and products, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subservise the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County.

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project and the Fee Agreement give rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(h) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council, the Administrator of the County, and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and this Ordinance.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to

the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 7. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County.

Passed and approved this 18th day of September, 2007.

OCCONEE COUNTY, SOUTH CAROLINA

By: _____
Marion E. Lyles, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: July 17, 2007
Second Reading: August 7, 2007
Public Hearing: September 18, 2007
Third Reading: September 18, 2007

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2007-06

WHEREAS, Ms. Ellen Stumpf is a citizen of Salem, South Carolina; and

WHEREAS, Ms. Ellen Stumpf is a retired school teacher of 22 years having received her Masters Degree in Special Education in 1975; and

WHEREAS, Ms. Ellen Stumpf has for the last 13 years tirelessly volunteered her services working on behalf of elementary age children and the school district through her regular involvement in classrooms, her work with at-risk kindergarten students in the All Aboard Program, and as founder and coordinator of the Keowee Kourthouse Swim Program for third grade students; and

WHEREAS, Ms. Ellen Stumpf has served on the Superintendent's Community Leaders' Advisory Board, a judge for the Lt. Governor's Essay Contest, the SACS Committee Community Stakeholder Representative, and she helped to establish a Keowee Butterfly garden at the elementary schools; and

WHEREAS, Ms. Ellen Stumpf received the school district's Volunteer of the Year award and South Carolina's prestigious Jefferson Award for service to her community.

NOW, THEREFORE, BE IT RESOLVED, in Council duly assembled, that on this day the Official Records & Minutes of the Oconee County Council contain the following:

"OCONEE COUNTY COUNCIL RECOGNIZES THE MANY HOURS OF SERVICE MS. ELLEN STUMPF HAS GIVEN TO THE CITIZENS OF OCONEE COUNTY THROUGH HER ADVOCACY FOR OUR CHILDREN AND THAT AS A RESULT OF HER LEADERSHIP AND DEDICATION, OCONEE COUNTY WILL FOR MANY YEARS TO COME BE A BETTER PLACE IN WHICH TO WORK AND LIVE."

APPROVED & ADOPTED: on first and final reading this 18th day of September, 2007.

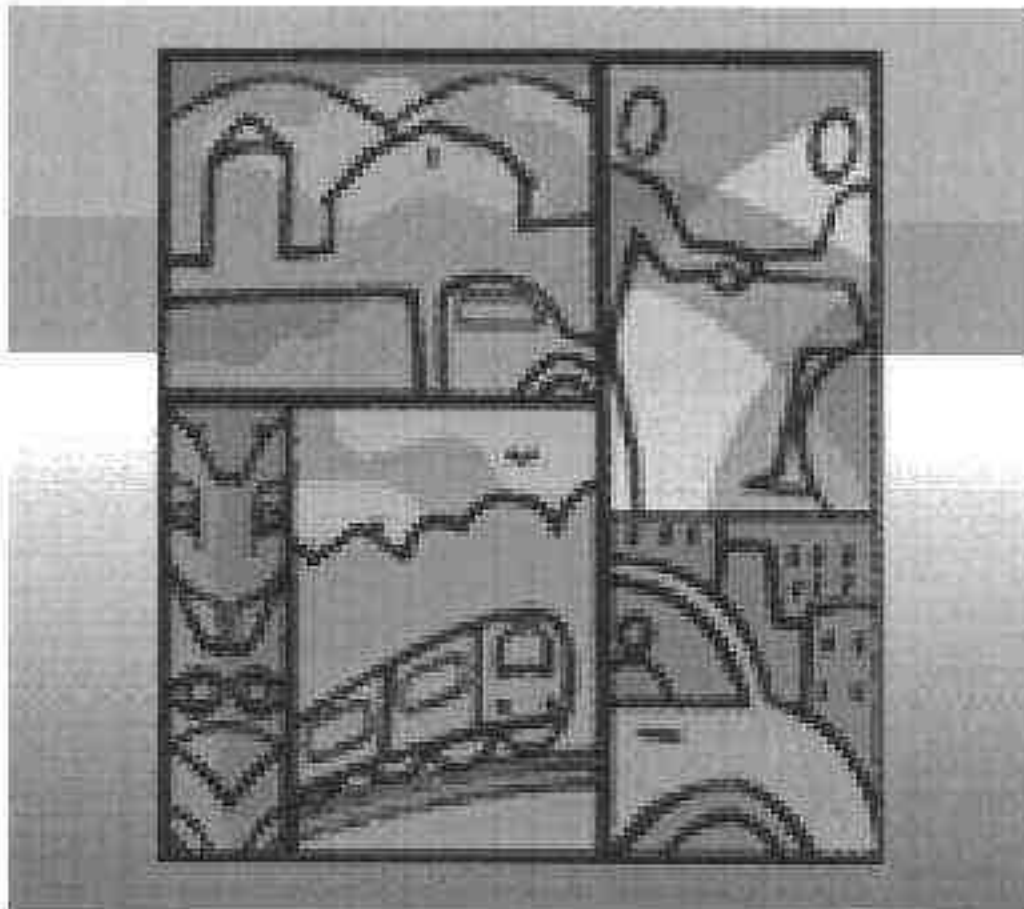
OCONEE COUNTY, SOUTH CAROLINA

By: _____
Marion E. Lyles
Chairman of Oconee County Council

ATTEST:

By: _____
Elizabeth G. Hulso
Clerk to County Council

**APPALACHIAN REGION
COMPREHENSIVE ECONOMIC
DEVELOPMENT STRATEGY**



2007
ANNUAL REPORT
OCONEE COUNTY ELEMENT



Comprehensive Economic Development Strategy

Appalachian Region, South Carolina

FULL CEDS COMMITTEE

The Appalachian Council of Governments Board of Directors

Marion Lyles, Chair
Judy Gilstrap, Vice - Chair
Wallace Shaw,
Clerk/Secretary
Sen. Wm. "Billy" O'Dell
Larry Greer
Terrence Roberts
Dennis Claramunt
Gracie Floyd
Michael Thompson
Rep. Dennis Moss
James D. Batchler
Janie Wilson
Ed Elliott
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Lottie Gibson
Grady Butler
Leola Robinson
Joe Dill
Butch Kirven
Diane Smock

Sen. Thomas C. Alexander
Robert Gaillard
Benny Cunningham
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Tom Ponder
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O'Neal Mintz
Lib Fleming
Gloria Butler
Johnnye Code Stewart
Renee Cariveau
Tom Foster
Rep. G. Ralph Davenport
Kenneth Smith II
Robert Briggs

STEERING COMMITTEE

Larry Greer, Oconee County
James Batchler, Oconee County
Joe Dill, Greenville County
Marion Lyles, Oconee County
Neil Smith, Pickens County
O'Neal Mintz, Spartanburg County

STAFF

Steven Pelissier, Executive Director
Chip Bentley, Planning Director
Jennifer Vissage, Regional Planner

S.C. APPALACHIAN REGION 2007 CEDS PROGRESS REPORT

CONTACTS AND INPUT

Oconee County Council – Submitted for Review and Endorsement

Marion Lyles	Oconee County Council, Chair
Thomas Crompton	Oconee County Council, Vice-Chair
Mario Suarez	Oconee County Council
Frank Ables	Oconee County Council
George Blanchard	Oconee County Council

Oconee County Committee

Dale Surrett	Oconee County Administrator
Kevin Short	Oconee County Airport
James Alexander	Oconee County Economic Development
Art Holbrooks	Oconee County Planning
Mack Kelly	Oconee County Roads & Bridges
Robert Winchester	Oconee County Sewer Commission
Mayor Thurman Coward	Town of Salem
Mayor Dan Alexander	City of Seneca
Greg Dietterick	City of Seneca
Robert Fairies	City of Seneca Utilities
Ed Halbig	City of Seneca Planning
Mayor Lamar Bailes	City of Walhalla
Nancy Goehle	City of Walhalla Administrator
James Moore	City of Walhalla Public Works
Scott Parris	City of Walhalla Utilities
Mayor Derek Hodgins	City of Westminster
David Smith	City of Westminster Administrator
Mayor Thomas Duncan	Town of West Union
Patrick Lee	Greater Seneca Chamber of Commerce
Tony Pruitt	Pioneer Rural Water District
Same Dickson	Oconee County Blue Ridge Electric CO-OP
Robert Gailard	
Warren Harris	Town of Salem
Tammy Sanford	City of Seneca Planning

What is CEDS?

This Comprehensive Economic Development Strategy hereafter referred to as "CEDS" is a compilation of the economic development efforts of communities in the Appalachian Region of South Carolina to assess and improve upon regional economic conditions.

The Economic Development Administration (EDA), a division of the US Department of Commerce states:

"A CEDS should promote economic development and opportunity, foster effective transportation access, enhance and protect the environmental, and balance resources through sound management of development. For the purpose of these guidelines, the term "region" refers to areas that have been defined economically, environmentally, or geographically as appropriate units for addressing economic development and related challenges.

The CEDS document should be short and easily accessible. The general public, government decision makers, and business investors should be able to use it as a guide to understanding the regional economic and to taking action to improve it. The CEDS should take into account, and where appropriate, incorporate, other planning efforts in the community. Its quality should be judged by its usefulness as a guide to local decision making. There should be a continuing program of communications and outreach to encourage broad-based public engagement and commitment of partners."

The CEDS document is mandated by the EDA to serve as a mechanism to guide economic development decisions for the Economic Development Districts (EDD) throughout the nation. The South Carolina Appalachian Council of Governments (SCACOG) is the designated EDD for the Appalachian Region that includes Oconee, Oconee, Greenville, Oconee, Pickens and Spartanburg Counties and the forty-two municipalities included in those counties.

It is the desire of the EDA, SCACOG, and the CEDS Strategy Committee to provide this document as the reference for economic conditions, development strategies, and projects throughout the six county region. The strategies and projects listed are used as a guide by EDA when making decisions on funding for future projects. The CEDS however should not be considered a "stand-alone" document. The plan is a compilation of the many economic development efforts going on in the region and should be considered one tool of many to be used for economic development purposes.

UPDATE PROCESS

The Appalachian Council of Governments staff has monitored recommendations and the implementation of projects outlined in the CEDS plan since its initial adoption in August 2001. For 2007 the COG has begun a revision of the overall Plan to comply with new EDA guidelines. For the 2007 update, a project list was compiled showing project timelines and cost based on previously submitted projects and new initiative identified in a survey of local governments, special purpose districts, economic development agencies, and human service agencies. To ensure that the information contained in the plan is accurate and current, the individuals listed in this document were contacted and given the opportunity to provide feedback to be compiled and used to produce the CEDS plan. Each county is asked to endorse its respective strategy section by providing a letter of concurrence to the S.C. Appalachian Council of Governments, signed by the respective County Council Chair. These letters are included in the submittal of the annual progress report and update. Once all six counties have endorsed their sections of the CEDS Update, it will be presented to the S.C. Appalachian Council of Governments' Board of Directors for approval. Once adopted by the Board of Directors, the CEDS will be submitted to EDA and serve as the official CEDS plan for the Appalachian Region for the next five years.

DEVELOPMENT STRATEGIES

The six counties of the Appalachian Region of South Carolina have developed strategy sections for the CEDS plan that are detailed and comprehensive. This section identifies projects and initiatives for each county as approved by each county's steering committee and County Councils. Projects that have been completed since the plan was adopted have been identified, along with a list of projects scheduled to start in the next review year, FY 2008. Infrastructure continues to make up the majority of projects in the CEDS Plan; however, projects related to planning, education, technical assistance and facility construction and rehabilitation are included with some regularity, as well.

OCONEE COUNTY CEDS PROJECTS

**Total number of projects from Oconee County included
in the Appalachian Region 2007 – 2012 CEDS**

50

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 9/18/07
COUNCIL MEETING TIME: 3:00 p.m.**

ITEM TITLE OR DESCRIPTION:

South Carolina Community Development Block Grant Program

BACKGROUND OR HISTORY:

The Community Development Block Grant for Economic Opportunities makes education and workforce development programs for adults and youth more accessible. This program will support construction or improvement costs for the development of Workforce Centers, affiliated primarily with Technical Colleges and/or Workforce Investment Act programs, in counties where there is no technical college or where satellite facilities are inadequate to meet documented needs. The focus at these facilities will be on making workplace skills training more accessible to residents and not on offering degree programs.

This project includes the construction of a new workforce facility located at the Hamilton Career Center on three acres of land. This 4,618 ft² facility will include:

- (2) Classrooms (500 ft², or 20 students per classroom)
- Welding shop (750 ft², higher ceilings, warehouse type space)
- Machine shop (750 ft², higher ceilings, warehouse type space)
- (2) Offices (144 ft² per office)
- Storage space (100 ft²)
- Lobby (400 ft² or seating for six)
- Restrooms (400 ft² total)
- Mechanical/electrical/data (150 ft²)
- Circulation space (25% or 924 ft²)

The purpose of this workforce community project is to provide an education to the citizens of Oconee County toward a trade or certification of a skilled labor. Specifically, certificates will be offered in:

- Computer Aided Design (CAD)
- Geographic Information Systems (GIS)
- Utility Service
- Mechanical Maintenance
- Industrial Maintenance
- Manufacturing Management Technology
- Basic Machining and Math and Print Reading (CNC)
- Metal Working (CNC and CAD/CAM/CNC)
- Quality Assurance (3 certificates)
- Welding (MIG, TIG, Gas, and Arc Welding)
- GED

Tri-County Tech will be responsible for providing the curriculum and teachers to operate the classes in the building once it is complete.

SPECIAL CONSIDERATIONS OR CONCERNS:

- 1.) The County must own the land the Workforce Center is built on. The proposed 3 acres for the Workforce Center campus will be transferred from the Oconee School District to Oconee County. The grant requires a governmental entity to be the applicant and hold title to the property.
- 2.) Tri-County Technical College will be responsible for general maintenance of the building and grounds, as well as any equipment or furniture located inside the building. They will also provide the match to the grant. A letter from Tri-County Tech President, Dr. Brixith, has been requested detailing these responsibilities.

- 3.) Beneficiaries (students at the Workforce Center) of the project would be subject to an income survey as the CDBG program requires 51% of the beneficiaries to be of low-to-moderate income during the first year of operation. If the 51% requirement is not met during the first year of operation, the funds might have to be repaid to the Department of Commerce by the grantee. However, this can be avoided by requiring the first year beneficiaries to meet certain income requirements.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

It is recommended that County Council carefully consider the above noted special considerations prior to making a decision on submitting the application.

FINANCIAL IMPACT:

CDBG Request: \$1,000,000

While the grant requires a 10% match, Tri-County Technical College has agreed to provide the matching funds. No match is required from the County.

However, Council should recognize that beneficiaries of the project would be subject to an income survey as the CDBG program requires 51% of the beneficiaries to be of low-to-moderate income during the first year of operation. If the 51% requirement is not met during the first year of operation, the funds might have to be repaid to the Department of Commerce by the grantee. However, this can be avoided by requiring the first year beneficiaries to meet certain income requirements. Tri-County Technical College will be responsible for gathering, and reporting to the County, information that shows the beneficiaries meet the minimum 51% low-to-moderate income requirement, as mandated by CDBG rules. This will be accomplished through a survey, to be completed by each person utilizing the facility for workforce training.

ATTACHMENTS:

Submitted or Prepared By:
Veronda Holcombe-Lewis

Approved for Submittal to Council:

Department Head/Elected Official

Dale Surret, County Administrator

Reviewed By/ Initials:

_____ County Attorney

AVP _____ Finance

_____ Other:

C: Clerk to Council

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: September 18, 2007
COUNCIL MEETING TIME: 3:00

ITEM TITLE OR DESCRIPTION:

Bid #07-03, Turnout Gear As Needed for Emergency Services, Fire Division

BACKGROUND OR HISTORY:

On August 17, 2007, formal sealed bids were opened for turnout gear. Nine companies were originally notified of this bid opportunity. Of the eight companies submitting bids, five did not meet the minimum specifications (See attached Bid Review for narrative).

SPECIAL CONSIDERATIONS OR CONCERNS:

Emergency Services staff evaluated several materials available for turnout gear and determined the specifications to provide the highest quality of personal protection from fire and flashover. These specifications could be met by numerous vendors. Unfortunately, five of the bids did not meet the minimum specifications and had to be disqualified (See attached Bid Review for narrative).

STAFF RECOMMENDATION:

Award bid #07-03 to Anderson Fire & Safety of Anderson, SC for the approximate amount of \$108,120 for a period of one year with the option to renew for four additional one-year periods.

FINANCIAL IMPACT:

For FY 07-08, County Council approved \$150,000.00 (budget code 026-105-40031-00000) for the purchase of turnout gear as needed during FY 2007-2008.

ATTACHMENTS:

1. Bid Tabulation
2. Bid Review

Submitted or Prepared by:

Marianne A. Dillard
(Department Head/Elected Official)

Approved By:

Dale Surrent
Oconee County Administrator

Reviewed By/Initials:

_____ County Attorney

AVP Finance

RB/ka Other

C: Clerk to Council

Greene County, SC
Tactical Gear
Emergency Services, Fire Div

Approved Budget: 07/03/07, amount: \$1,000,000
Budget Code: 025-105-10011-1002

I hereby certify that to the best of my knowledge and
belief, the above is a true and correct copy of the
original as submitted.
M. Nassar
Fire Chief

Bidders	Anderson Fire & Safety		Alliance Enterprises Safe Industries		Stagles Fire Equipment		Newborn's Fire & Safety		
Address	Anderson, SC		Greenville, SC		W Columbia, SC		Swainsboro, NC		
Approx Qty	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
76	Tactical Gear Coat	780.00	58,305.00	770.00	57,760.00	885.00	57,350.00	755.00	56,625.00
75	Tactical Gear Pants	680.00	45,500.00	655.00	42,125.00	662.50	43,567.50	785.00	54,275.00
	Subtotal	-	103,805.00	-	108,875.00	-	100,917.50	-	110,900.00
	SC Sales Tax (8%)	-	8,120.00	-	5,412.50	-	7,622.25	-	5,870.00
	Total	-	111,925.00	-	114,287.50	-	108,539.75	-	116,770.00
	Add for Oversize	-	-	-	-	-	-	-	-
	Coat	60 & larger	plus 15%	Up to 60	no add'l cost	90 & larger	269.40	none	-
	Pants	60 & larger	plus 15%	Up to 60	no add'l cost	90 & larger	188.75	none	-
	Notes							leather linings not comprised	
	Name Brand	Goats Extreme		Cal-me Reaction		Glax Extreme		Morning Pride LTD-507	
								*DID NOT MEET SPECS	
Bidders	Carolina Fire Services, Inc.		Wally's Fire & Safety Equipment		C. W. Williams & Co		MES		
Address	Arcadia, SC		Mullins, SC		McClellan, SC		Charlotte, NC		
Approx Qty	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
76	Tactical Gear Coat	829.00	66,250.50	755.00	59,700.00	707.95	56,646.35	787.50	60,612.50
75	Tactical Gear Pants	441.00	33,075.00	300.00	22,500.00	275.53	20,887.25	347.90	49,242.50
	Subtotal	-	99,325.50	-	82,200.00	-	77,533.60	-	109,855.00
	SC Sales Tax (8%)	-	7,946.04	-	6,576.00	-	6,202.69	-	8,791.20
	Total	-	107,271.54	-	88,776.00	-	83,736.29	-	118,646.20
	Add for Oversize	-	-	-	-	-	-	-	-
	Coat	none		Up to 60	plus 15%	65-70 size		60-61 size	plus 10%
	Pants	none		Up to 60	plus 15%	65-70 size		60-61 size	plus 10%
	Notes		Archival in lieu of comprised			Archival or leather linings of comprised			
	Name Brand	Advent		Glax (X7)		Fire-Dex		Goats GX7	
			*DID NOT MEET SPECS	*DID NOT MEET SPECS		*DID NOT MEET SPECS		*DID NOT MEET SPECS	
*NOTE: See attached "Dis Review" for details as to why few companies did not meet specifications.									



OCCONEE COUNTY EMERGENCY SERVICES
FIRE, RESCUE HAZMAT
EMERGENCY MANAGEMENT

RODNEY BURDETTE, DIRECTOR
PH: 864-638-4200
FAX: 864-638-7046

415 S. PINE STREET
WALHALLA, SC 29691

Bid Review

After a staff review of the eight bids, only three meet our minimum specifications.

The three that meet the minimum specifications are as follows:

- | | |
|---|--------------|
| 1 - Anderson Fire & Safety | \$108,120.00 |
| 2 - Allsource Enterprises - Safe Industries | \$113,287.50 |
| 3 - Slagle Fire Equipment | \$124,059.75 |

Five bidders took exception and/or offered what we feel is lesser quality.

The 5 that did not meet the minimum specifications are listed below with reason not met:

- 1 - Carolina Fire Services: \$90,666.57

The Advance is a lower quality than was specified. The alternate material offered for knees & elbow was not synthetic material. The specified material or an equal is to prevent the absorption of water and contaminants (chemicals and body fluids).

- 2 - C.W. Williams: \$93,951.51

The Fire-Dex does not meet the specifications requested and is a lower quality. The alternate material offered for knees & elbow was not synthetic material. The specified material or an equal is to prevent the absorption of water and contaminants (chemicals and body fluids).

- 3 - Newton's Fire & Safety: \$100,170.00

Breathability of this gear is less than specified with no reinforcement on knees. The alternate material offered for knees & elbow was not synthetic material. The specified material or an equal is to prevent the absorption of water and contaminants (chemicals and body fluids).

- 4 - Wally's Fire & Safety: \$100,249.50

This gear is a lower quality that does not meet the minimum specifications (Per phone call gear was GX7). Wally's Fire & Safety failed to send any information on gear with bid.

- 5 - MES Carolinas: \$105,210.30

This gear is a lower quality that does not meet the minimum specifications.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 18th, 2007
COUNCIL MEETING TIME: 3:00pm

ITEM TITLE OR DESCRIPTION:

A contract with the South Carolina Department of Motor Vehicles, which gives contractual permission to use the new Web Based Screens that are replacing the current mainframe displays. This contract defines certain responsibilities and duties for the Offices of the Treasurer, Auditor, and Tax Collector--most notably not to disclose any information that may be available on these web pages.

BACKGROUND OR HISTORY:

The County Treasurer, Auditor, and Del Tax offices currently utilize the mainframe version of the DMV screens to obtain information concerning vehicles registered in the state. This information is essential to these departments and their ability to perform their duties. This new interface to this data will make it easier for the County departments to utilize the DMV data.

STAFF RECOMMENDATION:

Execute this contract with the South Carolina Department of Motor Vehicles.

FINANCIAL IMPACT:

No direct costs.

ATTACHMENTS:

Contract with the South Carolina Department of Motor Vehicles.

Submitted or Prepared by:


(Richard E. Reeves)

Approved By:


Dale Surratt,
Oconee County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council

*Ⓢ Pending Approval of
County Attorney*

SOUTH CAROLINA
DEPARTMENT OF MOTOR VEHICLES

COUNTY INQUIRY AND FAILURE TO PAY PROPERTY TAX (FTPPT) WEB SCREENS
ACCESS CONTRACT

This contract is entered into between County (County) and the South Carolina Department of Motor Vehicles (Department). This contract will begin on the date it has been signed by both parties and will remain in force until terminated by either party under the terms of this contract.

WHEREAS, the Department has developed web based screens to replace the current Mainframe CICS Cobol screens, which will allow participating South Carolina counties to inquire Department records to support their collection of vehicle and mobile home property taxes and vehicle registration fees, determine addresses for notifying lien holders and vehicle owner prior to sale of vehicles including mobile homes due to unpaid vehicle property taxes and to allow the Treasurer's office to place in a pending suspension status the vehicle registration and/or Driver's license of a County Taxpayer delinquent in paying his or her vehicle property taxes.

WHEREAS, the Department has established security rules and edits, described below, to limit access to subject screens and that these security rules and edits as revised from time to time, are incorporated herein as though repeated verbatim.

2. COUNTY RESPONSIBILITIES

The County will comply with all requirements and be subject to the screen access security rules and edits, as revised from time to time.

The County will designate a Security Administrator (SA)- Richard Reeves - who will be responsible for maintaining all county authorized personnel who have access to Department data. This access is limited to staff reporting to the County Treasurer, Auditor and Tax Collector and whose job responsibilities are involved in the collection of County Vehicle and Mobile Home Property Taxes and Department Registration fees. Only Treasurer's office staff is granted authority to use the FTPPT screen and place a County Taxpayer into a pending suspension status due delinquent vehicle property taxes. The SA must also terminate access authority immediately for all terminated employees or those employees whose job functions are no longer involved with vehicle property tax collection.

The County will not retain or provide hard copy prints of personal information obtained from Department records via the inquiry and FTPPT web screens to any external customers and only to internal staff reporting to the County Treasurer, Auditor and Tax Collector whose job responsibilities are involved in the collection of County Vehicle and Mobile Home Property Taxes and Department Registration fees. The County recognizes that any information printed from Department records does not retain currency after it is printed.

The County may not impose any fee on the County Taxpayer for accessing Department records via these web screens.

The County shall attend any training or workshops required by Department, and shall ensure that all County employees engaged in the collection of vehicle and mobile home property taxes and registration fees follow the procedures detailed in Department training materials.

3. DEPARTMENT RESPONSIBILITIES

Department agrees, at no cost to the County, to make available to County direct online access to Vehicle Records for use in the process of collecting vehicle and mobile home property taxes and Department vehicle registration fees and, by the Treasurer's staff only, for placing a delinquent vehicle property taxpayer in a pending suspension status and subsequently clearing those customers after vehicle property taxes have been paid. Access to Vehicle Records by County will be solely for fulfilling the purposes of this contract. The Department warrants that it has all necessary statutory authority to grant such access in the State of South Carolina. "Vehicle Records" means the vehicle registration, vehicle title, and customer records of the Department maintained on the Department's transaction processing system.

The access to and use of Department vehicle records by County is limited to the process of collecting vehicle and mobile home property taxes and Department vehicle registration fees and, by the Treasurer's staff only, for placing a delinquent vehicle property taxpayer in a pending suspension status and is subject to the following security rules and edits:

1. Access is authorized only for the staff of the County Treasurer, Auditor and Tax Collector.
2. Only the County Treasurer or his designated staff will be granted authority to place a delinquent vehicle mobile home property taxpayer into a pending suspension status his or her vehicle registration and/or driver's license. This authority should be limited to only one or two key individuals and all County requirements as required by SC statute must have been completed before taking this final step. The County will be able to place into pending suspension any delinquent vehicle property taxpayer who has an outstanding vehicle property tax liability whether or not he or she is currently a County resident. Only the County which initiated the suspension can clear the suspension.
3. The web screens will be available only during the Department's normal business hours, from 7:00 a.m. through 6:00 p.m., Monday through Friday.
4. The County must provide the public IP address that will be used by the workstation(s) accessing these screens so that the Department can validate an authorized county source. Only workstations at the County Offices will have access to these web screens.
5. Any change in the public IP address will require a minimum of 2 working days advance notice to the Department.
6. The County Security Administrator must keep current the personnel authorized to use these screens.

This data is not public information and shall not be released to a third party or to the public, except as provided for under state and federal law (detailed in Section 5).

Department agrees that it will notify the County at least sixty days in advance of any changes to the web servers.

Department agrees to provide and requires that the County attend a training session prior to gaining access.

Department agrees to provide the County with a reference document for each training session attended and agrees to update the document as required for future changes.

Department agrees that the County, in providing CIDR transactions, is acting on behalf of the Department in carrying out a Department function [as contemplated by Section 2721(a)(1) of the Federal Driver's Privacy Protection Act].

The Department makes no guarantees regarding system availability of this service. Counties will have access to these services during the Department's normal hours of operation, Monday through Friday, 7:00 a.m. to 6:00 p.m. The Department will make every effort to inform Counties of unscheduled maintenance or system downtime and will make all reasonable efforts to resolve system issues in a timely manner.

4. ACCURACY OF DATA TRANSMISSION

Provided that County did not make any changes to the information received from the Department, nothing in this Agreement shall be construed to create on the part of County any duty to make any inquiry regarding the accuracy of any information.

5. INFORMATION ACCESS

The County shall not sell or impart to any person, firm, or corporation any information obtained from Department records, including listings of individuals, for any reason. Information obtained through access to Department records is subject to the restrictions upon use and dissemination imposed by the South Carolina Freedom of Information Act of the S.C. Code of Laws §30-4-10, *et seq.*, the Family Privacy Protection Act of 2002, §30-2-10, *et seq.*, the provisions of the federal Driver Privacy Protection Act of 1994, 18 U.S.C. §2721, *et seq.*, and any Department policy on access to records or any successor laws or regulations adopted by the State of South Carolina or Department with regard to disclosure or dissemination of any information obtained from Department records or files.

By signing this Agreement, the County warrants that the signatory and all of its participating personnel are familiar with and shall abide by all provisions of the federal Driver Privacy Protection Act of 1994, 18 U.S.C. §2721, *et seq.*, the South Carolina Freedom of Information Act, S.C. Code of Laws §30-4-10, *et seq.*, and the Family Privacy Protection Act of 2002, S.C.

Code of Laws §30-2-10, *et seq.*, which further limit the use and access to personal information in South Carolina.

6. LIMITATION OF LIABILITY

To the extent permitted by the law of the state of South Carolina, the County shall indemnify the Department for and against any and all claims, losses, damages, judgments, liabilities or similar costs and expenses which arise in whole or in part out of the acts or omissions of the County or anyone acting on behalf of the County with respect to this program or which arise out of the County's failure to abide by the terms of this contract, including, without limitation, reasonable attorneys' fees and all other costs of defending any such action or claim.

7. NOTICE

Any notice given pursuant to this Agreement must be in writing. Notice is determined by the lesser of when actually received by the addressee or five business days after the mailing of the notice to the Department Executive Director or County at the addresses listed below.

8. CHOICE OF LAW

This contract was made and entered in pursuant to the laws of the State of South Carolina. The laws of South Carolina shall govern the resolution of any issue arising in connection with this contract, including, but not limited to, all questions concerning the validity of this contract, the capacity of the parties to enter therein, any modification or amendment thereto and the rights and obligations of the parties hereunder. Any contract between the County and any service provider will also be made and entered in pursuant to the laws of the State of South Carolina and require that any legal actions be litigated in South Carolina courts.

9. TERMINATION

Department shall immediately suspend or terminate the access privileges of the County or any agent of the County without a hearing upon the County's, or its agent's, breach of or failure to fulfill any responsibility established pursuant to this contract or the Business Rules and Program Standards.

If Department determines to its own satisfaction that the County has either misused or knowingly allowed the misuse of the Vehicle Record information, the Department may, in addition to other penalties provided by law:

- (a) Terminate this agreement immediately,
- (b) Require the return of all files and media containing information provided by the Department,
- (c) Hold the County responsible for any damages arising from the misuse of the information,
- (d) Make publicly available the evidence of information misuse, and
- (e) Prosecute or seek remedies made available to the Department.

Either party may terminate this Agreement upon thirty days written notice to the Department.

If court orders are issued or if the laws, rules, or regulations change such that the terms of this agreement cannot be fulfilled, the agreement will be automatically and immediately terminated.

10. MODIFICATION OF THIS AGREEMENT

This agreement is subject to change and modification due to changes in the Department's policies, the issuance of court orders, or changes in state and/or federal laws, rules, and regulations. If the Department changes its policies, if court orders are issued, or if the laws, rules, or regulations change such that the terms of this agreement must be modified, the County, whenever possible, will be notified at least thirty days in advance of such changes or modifications and the County may, at its option, immediately terminate this Agreement.

This Agreement can be modified by either party in any manner, except that modifications requested by the County must be agreed to by all Counties participating in the program. All changes to the Agreement must be submitted through written amendment which has been executed by all parties.

This agreement anticipates periodic modifications of the security rules and edits noted above. This agreement will not need to be amended solely to accommodate such modifications.

11. MISCELLANEOUS

This Agreement is the exclusive statement of the parties with respect to its subject matter and supersedes all prior contracts, negotiations, representations, proposals, and awards, written and oral, relating to its subject matter.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

DEPARTMENT OF MOTOR VEHICLES

Address for Notification:
South Carolina Department of Motor Vehicles
Attention: Executive Director
Post Office Box 1498
Blythewood, South Carolina 29016
Telephone: 803.896.8924
Facsimile: 803.896.8926

Marcia S. Adams, Executive Director

Date: _____

COUNTY

Address for Notification:

Attention: _____

Address: _____

Telephone: _____

Fax: _____

Authorized Representative (print name)

Title (print title)

Authorized Representative (signature)

Date:

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: September 18th, 2007
COUNCIL MEETING TIME: (3:00pm)

ITEM TITLE OR DESCRIPTION:

This Agreement is to provide online credit card processing in conjunction with BUILDERRadius Software. This software is used in the Building Codes department and as a critical part of the implementation provides the ability to pay for services by credit card. This agreement is with PayPal, Inc, which will provide the actual online interface with credit card providers VISA and MasterCard. There is an imbedded agreement with Wells Fargo Bank, which will provide the correspondent banking services.

BACKGROUND OR HISTORY:

This is a planned enhancement that was part of the original contract with BUILDERRadius for the new software for the Building Codes system. The original plan was to allow contractors to use the extensive online facilities that are included in this software in order to review their progress through the building inspection process and to pay relevant fees online using credit cards, thus making the process more efficient for the contractor and for Oconee County. Oconee County elected to pay for the unlimited online contractor accounts, to make utilizing this service as easy and cost effective for contractor/builders as possible. This is a capability that many of the contractors/builders have an interest in seeing implemented.

This agreement with the special government entity amendment, which removes several of the objectionable paragraphs from the main agreement, forms the substance of the contract between Oconee County – PayPal, Inc. Wells Fargo Bank (as defined in Appendix A). The important provisos are that the PayPal processing fee of 2.5% + \$0.30 will be funded by the contractor/builder as a convenience fee. This will provide that the County receives in full the various inspection fees. It should also be noted that this agreement to provide this service is for the convenience of the contractors/builders and will make it easier for them to operate in Oconee County and will make the Building Codes department more accessible to its users.

STAFF RECOMMENDATION:

Approve the PayPal User Agreement Amendment and the PayPal Payment Processing Agreement with the subsidiary agreement with Wells Fargo Bank.


FINANCIAL IMPACT:

There is no direct cost to the County since the transaction fees will be absorbed by the users.

ATTACHMENTS:

- 1: PayPal User Agreement Amendment
- 2: PayPal Payment Processing Agreement
- 3: Additional information provided by BUILDERRadius concerning this agreement and processing option.

Submitted or Prepared by:


(Richard E. Reeves)

Approved By:


Dale Surrett,
Oconee County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council

*pending approval by
Co. Attorney*

PayPal User Agreement Amendment

THIS PAYPAL USER AGREEMENT AMENDMENT (the "Amendment"), is made and entered as of 9/16/2007 (the "Effective Date") by and between, PAYPAL, INC., a Delaware corporation with its principal place of business at 2211 North First Street, San Jose, California 95131 ("PayPal"), and Glenn County, organized and existing under the laws of such state, and maintaining its principal place of operation at 415 S. Pine, St. Wicks, CA (hereinafter referred to as "User").

RECITALS:

WHEREAS: PayPal is a provider of online payments, available at <http://www.paypal.com> and related web sites,

WHEREAS: User is a governmental entity, as defined by the laws of the United States of America or any of its 50 States, 12 Territories or 2 Commonwealths, and the jurisdictions located within;

WHEREAS: User requires that certain sections of the PayPal User Agreement be modified to enable User to register for the PayPal web site and subsequently use the PayPal service. User shall register on the PayPal web site and agrees to the PayPal User Agreement and related policies, except as modified in this Amendment below:

1. Amendments.

The Indemnification clause (and all future Indemnification clauses that are substantially similar to the clause below) of the then-current PayPal User Agreement shall be removed in its entirety:

Indemnification.

You agree to indemnify and hold PayPal, its parent, subsidiaries, affiliates, officers, directors and employees harmless from any claim or demand (including reasonable attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party relating to your use of the Service.

The General clause (and all future substantially similar sections of the General clause) of the then-current PayPal User Agreement shall be amended by removing the first two sentences of the General clause.

2. Conflict of Terms.

In the event of a dispute between the PayPal User Agreement and the specific terms of this Amendment, the specific terms of this Amendment shall control. This Amendment and the understanding between the parties may not be modified without each party's

PAYPAL PAYMENT PROCESSING AGREEMENT

THIS PAYMENT PROCESSING AGREEMENT and its attached and referenced Exhibits (collectively "Agreement") dated as of the Effective Date, is between PayPal, Inc. ("PayPal"), a Delaware corporation whose address is 2211 North First Street, San Jose, CA 95131 and Coconino County, SC ("Merchant"), a South Carolina County Government whose address is 415 South Pine Street, Wehale, SC 29691.

Merchant is engaged in the business of selling goods and/or services over the Internet. This Agreement provides the terms and conditions under which PayPal will provide online payment services and related products to Merchant for the purpose of enabling Merchant to receive and/or send payments to its customers.

1. **Definitions.** Capitalized terms used in this Agreement shall have the meanings given to such terms as defined elsewhere in this Agreement or on the PayPal website at www.paypal.com.
2. **Services.**
 - 2.1 **Scope and Term of Services.** PayPal shall provide to Merchant the payment service and related products and services available through www.paypal.com (the "Services") for an initial term of one year commencing on the date the parties execute this Agreement and Merchant has satisfied all conditions precedent of Section 4 of this Agreement (the "Effective Date"). This Agreement shall renew for successive one-year periods unless either party terminates this Agreement by notice in writing, at least 90 days prior to the expiration of the term or renewal term, as the case may be. This Agreement may be terminated by PayPal prior to the then-current expiration date upon at least 30 days' advance written notice if Merchant's use of the Services fail to conform to the terms and conditions of service as described on the PayPal website at www.paypal.com. The parties agree that the purpose of the Agreement is to (a) enable Merchant to receive payments from any customer of Merchant who has an existing PayPal account, or any customer of Merchant who establishes a new PayPal account when making an online purchase from Merchant; and (b) enable Merchant to electronically refund payments to any customer of Merchant who used a PayPal account.
 - 2.2 **Passwords and Accounts.** Merchant will not ask its customers to provide their PayPal password, establish PayPal accounts and set passwords on behalf of customers.
 - 2.3 **Nature of Relationship.** PayPal shall act as a facilitator to enable Merchant to accept payments from and make payments to third parties. PayPal will at all times hold Merchant's funds separate from PayPal's corporate funds, will not use Merchant's funds for PayPal's operating expenses or any other corporate purposes, and will not voluntarily make Merchant's funds available to PayPal's creditors in the event a bankruptcy petition is filed by or against PayPal or for any other purpose. Merchant acknowledges that: (a) PayPal is not a bank; (b) the services provided under this Agreement are payment processing services, and not banking services; and (c) PayPal is not acting as a trustee, fiduciary or escrow agent with respect to Merchant's funds but is only acting as a payor.
 - 2.4 **PayPal Business Account.** Merchant shall register for and maintain a PayPal Business Account. Payments received from customers through the Services shall be recorded in Merchant's PayPal Business Account and the funds will be placed in a commingled bank account for the benefit of PayPal's customers until withdrawal by Merchant, except that the Reserve Account described below may be held in a separate bank account. Credit card payments received by Merchant from customers through the PayPal Services shall be processed by Wells Fargo Bank, N.A. and Wells Fargo Merchant Services, LLC in accordance with PayPal Processing Agreement attached hereto as Exhibit A. Neither Merchant, nor PayPal shall receive interest or other earnings on the funds that PayPal handles as the agent of Merchant, however (a) at the election of Merchant balances in Merchant's PayPal Business Account shall be swept daily to purchase shares in the PayPal Money Market Fund; and (b) PayPal may receive a reduction in fees or expenses charged for banking services by the banks that hold Merchant's funds.
 - 2.5 **Additional Services.** As part of the Services provided to Merchant in conjunction with this Agreement, PayPal shall: (a) investigate and process all chargebacks; (b) utilize existing detecting services; and (c) provide to Merchant monthly account statements and weekly Merchant sales reports. PayPal may also provide to Merchant services different from and in addition to the Services as Merchant may reasonably request or require from time to time for which PayPal may charge additional fees with prior notice, and usage of such Additional Services will be governed by the Terms and Conditions of such Additional Services found on the PayPal website. Such Additional Services may include the following PayPal A/P, Merchant Full Product, Aggregation Product, IPN, and other forthcoming product enhancements or services.
3. **Fees and Payment Terms.**
 - 3.1 **Transaction Fees.** For all payments received by Merchant through the Service in U.S. funds, Merchant shall pay 2.5% (of total transaction amount) + \$0.31 (per transaction). Other fees may apply as described on the PayPal website at www.paypal.com. All other fees described on the PayPal website are subject to change by PayPal in its sole discretion upon 30 days' prior notice. The fees shall be deducted from each transaction.
 - 3.2 **Incoming Funds Liability.** Except as explicitly stated below, Merchant shall be fully liable to PayPal for any funds received by Merchant through the Service in the event the sender's transaction is reversed, and for any and all fees PayPal may incur as a result of such reversal, currently set at \$10 per chargeback initiated. Exemptions of such a reversal include, but are not limited to, a credit card chargeback by the sender of the payment, and a reversal of the transaction because the sender of the payment was using a stolen credit card or unauthorized bank account. PayPal may debit Merchant's PayPal balance for any such reversals, and may reserve the right of Merchant to withdraw the funds from a) incoming transaction pending an investigation by PayPal of any sender claims, reversals or chargebacks related to that transaction up to the amount in dispute. In addition, Merchant shall hold PayPal harmless from any legal action initiated by senders, unless such legal action arises from PayPal's negligence or willful misconduct. If Merchant receives incoming funds from a PayPal customer, any refund or related payments to that customer may be paid out to the customer's PayPal account using the same email address linked to the original payment (the "Pay-Out Rule"). If Merchant complies with the Pay-Out Rule and the Pay-Out to the customer is equal to or greater than the incoming funds Merchant received from the customer, then Merchant will not be liable for any chargeback by the customer of the incoming funds.

PAYPAL PAYMENT PROCESSING AGREEMENT

that can be cured has failed to cure such default within ten (10) days after the occurrence thereof.

- 8.3. Material Adverse Change.** If (i) or (ii) occurs a material adverse change in the business, operations or financial position of Merchant, or (i) is a material impairment of the receipt of payment or performance of the obligations of Merchant as they come due, including but not limited to obligations under this Agreement or any agreements required under Article 4 of this Agreement, or (ii) is a material impairment of the value or priority of PayPal's security interests (the foregoing being defined as a "Material Adverse Change").
- 8.4. Attachment.** If any material portion of Merchant's assets is attached, seized, levied on, or comes into possession of a trustee or trustee and the attachment, seizure or levy is not removed in 10 days.
- 8.5. Insolvency.** If Merchant becomes insolvent or if Merchant begins an insolvency proceeding or an insolvency proceeding is begun against Merchant and not dismissed or stayed within 30 days.
- 8.6. Illegal Activities and Security Risks.** If Merchant uses its website or the PayPal services to engage in unlawful, fraudulent or improper activity in violation of Section 7 of this Agreement, or Merchant has excessive chargebacks or other circumstances which, in PayPal's sole discretion, may increase PayPal's exposure for chargebacks, card association fines or otherwise present a financial or security risk to PayPal.
- 8.7. Credit Card Agreements.** If there is a default in the Credit Card Processing Agreement, defined in Section 4.2 herein, or a default in any agreement between Merchant and a credit card merchant acquirer.
- 8.8. Misrepresentations.** If Merchant or any person acting for Merchant makes any material misrepresentation or material misstatement now or later in any warranty or representation in this Agreement.
- 9. PayPal's Rights and Remedies.** Upon the occurrence of an Event of Default, PayPal may consider this Agreement to be terminated immediately, and all amounts payable hereunder by Merchant to PayPal shall be immediately due and payable in full, and PayPal may in its sole discretion place a lien on all of Merchant's accounts in PayPal's possession. If an Event of Default is continuing, PayPal may, in its sole discretion, exercise all of its rights and remedies under applicable law, including, without limitation, exercising its rights under Section 5.
- 10. Notices.** All notices or demand by any party under this Agreement or any other related agreement must be in writing and be personally delivered or sent by an overnight delivery service, by certified mail, postage prepaid, return receipt requested, or by facsimile to the addresses set forth at the beginning of this Agreement. A party may change its notice address by giving the other party written notice.

11. Confidential Information

- 11.1 Confidential Information Defined.** A party's "Confidential Information" is defined as any information of the disclosing party, which (a) is disclosed in a tangible form is marked (with a legend such as "Confidential" or "Proprietary" or if not so marked, should be reasonably understood by the receiving party from the context of disclosure or from the information itself, to be confidential; or (b) if disclosed orally or visually is declared to be confidential or if not so declared, should be reasonably understood by the receiving party from the context of disclosure or from the information itself to be confidential. The terms of this Agreement, PayPal Content,

Database, the Program, Merchant's User ID, information relating to Merchant website, security and technology, and all User Data and Customer Information (including user IDs and passwords) shall be deemed Confidential information regardless of whether marked "Confidential."

- 11.2 Mutual Obligations.** Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties or use the other party's Confidential Information for any purpose other than as required to perform under this Agreement. Such restrictions shall not apply to Confidential Information which (a) is already known by the recipient; (b) becomes publicly known through no act or fault of the recipient; (c) is received by recipient from a third party without a restriction or disclosure or use, or (d) is independently developed by recipient without reference to the Confidential Information. Where Confidential Information is required to be disclosed by a court, government agency, regulatory requirement, or similar disclosure requirement, the party subject to such requirement shall immediately notify the disclosing party upon learning of the existence or likely existence of such requirement and shall use reasonable efforts to avoid such disclosure and, if necessary, use reasonable efforts to obtain confidential treatment or protection by order of any disclosed Confidential Information. The parties' respective obligations to maintain the confidentiality of information disclosed hereunder shall survive the expiration or early termination of this Agreement or until such time as such information becomes public information through no fault of the receiving party.

- 11.3 Third-Party Restriction.** Merchant will not solicit or facilitate the solicitation by any third party or PayPal Users as a result of their status as PayPal members, and Merchant will explicitly not refer to PayPal Users as "PayPal Users" or "PayPal members" (or any such reference) in any such promotion.

- 11.4 Return of Confidential Information Upon Termination.** Upon termination of this Agreement, Merchant shall return to PayPal within ten (10) days all Confidential Information and all documents or media containing any such Confidential Information and any and all copies or extracts thereof or certify such Confidential Information's destruction, and PayPal shall return to Merchant within ten (10) days (upon all Confidential Information and all documents or media containing any such Confidential Information and any and all copies or extracts thereof or certify such Confidential Information's destruction.

- 11.5 Competitive or Similar Materials.** Notwithstanding the foregoing, in no event shall either party be precluded from discussing, reviewing, developing for itself, having developed, acquiring, licensing or developing for third parties, as well as marketing and/or distributing, materials which are competitive with the other's products and/or services (collectively, "Products"), irrespective of their similarity to current Products or Products that may be developed hereafter.

12. User Data

- 12.1 User Data.** For purposes of this Agreement, "PayPal User Data" is defined as third customer or user information, including personally identifiable information ("PII"), collected from a customer or user ("User") on a PayPal website. "Merchant User Data" is defined as third customer or user information, including personally identifiable information ("PII"), collected from a customer or user ("User") on a Merchant website.

PAYPAL PAYMENT PROCESSING AGREEMENT

MERCHANT

Title _____ Date _____

Merchant Title _____

Address _____

EIN/Tax ID Number _____

PAYPAL, INC.

Signature _____ Date _____

Merchant Title _____

PayPal, Inc.
3501 Market Street
San Jose, CA 95128

Fax 408-XXX-XXX

Exhibit A

COMMERCIAL ENTITY USER AGREEMENT
FOR PAYPAL CREDIT CARD FUNDED PROCESSING SERVICES
(Last modified on January 2006)

This Commercial Entity User Agreement for PayPal Credit Card Funded Processing Services ("Commercial Entity Agreement" or "CEA") is provided to all PayPal Users that are Commercial Entities (as defined by Visa and MasterCard) and open a Premier or Business Account (such use of such accounts collectively termed the "Premier/Business Service"). Each such entity or person receiving this CEA is hereby referred to as "Merchant" and may be referred to herein as "you" and/or "your". This CEA constitutes your separate legally binding contract for credit and debit card processing for PayPal transactions between: (1) you, as a Commercial Entity; (2) Member (which is (i) Wells Fargo Bank, N.A., for merchants domiciled in the United States or (ii) Trans Canada Credit Corporation (now Wells Fargo Financial Inc.) for MasterCard transactions acquired for merchants domiciled in Canada or (iii) Laurentian Bank, Ontario, Canada, for Visa transactions acquired for merchants domiciled in Canada (iv) Deutsche Postbank AG, Bonn, Germany, for Visa and MasterCard transactions acquired for merchants domiciled in member states of the European Union or the following European countries: Andorra, Cyprus, Iceland, Liechtenstein, Malta, Monaco, Norway, San Marino, Switzerland, Turkey, Vatican City (collectively, the "European Countries") (v) Bank of Western Australia for merchants domiciled in Australia, (vi) Development Bank of Singapore for merchants domiciled in Singapore or (vi) Ssangha Commercial Bank for merchants domiciled in Hong Kong; and (3) Wells Fargo Merchant Services, LLC, San Francisco, CA, U.S. ("WFMS"), as agent for Member. Each such Member takes responsibility only towards merchants that are located in the territory designated for it in the preceding sentence. Member and/or WFMS may terminate its provision of credit and debit card processing services and enforce any of the provisions of Merchant's PayPal Payment Processing Agreement ("PPA"), signed by and between Merchant and PayPal, which sets forth requirements regarding credit and debit card payments, all of which are incorporated in this CEA by reference. In this CEA "we", "us" and "our" refer to Member and WFMS.

By signing the PayPal Payment Processing Agreement, the Merchant agrees to this CEA which is included in the PPA as Exhibit A. Merchant agrees to the terms and conditions of this CEA and any documents incorporated by reference. Merchant further agrees that this CEA forms a legally binding contract between Merchant and Member and WFMS. Any rights not expressly granted herein are reserved by Member and WFMS.

1. Purpose of this CEA.

When your customers pay you through PayPal, they have the option of paying you through a funding source offered on the PayPal website including a credit card funded payment. In most instances, you will not know the funding source that your customer selected. Since you may be the recipient of a credit card funded payment, Visa U.S.A. Inc. and Visa International ("Visa") and MasterCard International Incorporated ("MasterCard"), (collectively the "Associations") require that you enter into a direct contractual relationship with a bank who is a member of the Associations. By entering into the CEA, you are fulfilling the Association rule of entering into a direct contractual relationship with a member bank, and you are agreeing to comply with Association rules as they pertain to payments you receive through the PayPal service.

2. Association Rules.

A. Deposit Transactions. Merchant agrees that it shall only accept payments through PayPal Processing Services for bona fide transactions. A bona fide transaction is a transaction between the Merchant and its customer for the sale of goods or services. Merchant shall not submit a transaction for the refinancing or transfer of an existing obligation that was uncollectible. Merchant acknowledges that for Visa and MasterCard payments, PayPal shall obtain an authorization for transaction amounts prior to completing the transaction.

B. Split Transactions. Merchant agrees to submit a single transaction for the full amount of each sale. Except, however, in an instance where the Merchant and cardholder agree on a partial shipment of product, or where the transaction qualifies for delayed delivery or special order deposits (such as partial shipments based on inventory on hand), a sale may be split into multiple transactions.

C. Minimum or Maximum/Surcharges. Merchant agrees that it shall not set minimum or maximum transaction amounts or impose surcharges as a condition of honoring Visa and MasterCard cards.

D. Visa and MasterCard Marks. Merchant is authorized to use the Visa and MasterCard logos or marks only on Merchant's promotional materials and website to indicate that Visa and MasterCard cards are accepted as funding sources for PayPal transactions.

COMMERCIAL ENTITY USER AGREEMENT FOR PAYPAL CREDIT CARD FUNDED PROCESSING SERVICES

by binding arbitration in accordance with the Arbitration Act of Ontario, and conducted in English. Venue for any such arbitration shall be Ontario, Canada.

C. Any dispute with respect to this CEA between Merchant and Deutsche Postbank AG and/or WFMS as the agent, including a dispute as to the validity or existence of this CEA and/or this clause, shall be resolved by arbitration in London, England, conducted in English by a single arbitrator in accordance with the ICC Rules. The parties agree to waive any right of appeal against the arbitration award. In the event of a failure by the parties to agree on the sole arbitrator within 30 days of one party calling upon the other to do so, one shall be appointed by the ICC.

7. **Assignment/Amendments.** This CEA may not be assigned by Merchant without the prior written consent of Member and WFMS. The Member and WFMS may assign their rights under this CEA without Merchant's consent. This CEA may be amended by the parties only upon mutual written agreement. Notwithstanding the above, WFMS and Member may amend this CEA to comply with Associational and regulatory regulations upon written notice to Merchant.

8. **Warranty Disclaimer.** This CEA is a service agreement. We disclaim all representations or warranties, express or implied, made to Merchant or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any goods provided incidental to the services provided under this CEA to the extent permitted by law.

9. **Limitation of Liability.** Notwithstanding anything in this CEA to the contrary, in no event shall the parties hereunder, or their affiliates or any of their respective directors, officers, employees, agents or subcontractors, be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, or business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages. Notwithstanding anything in this CEA to the contrary, in no event shall we be liable or responsible for any delays or errors in our performance of the services caused by our service providers or other parties or events outside of our reasonable control, including PayPal. Notwithstanding anything in this CEA to the contrary, the parties' cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this CEA) and regardless of the form of action or legal theory and whether or not arising in contract or tort (excluding negligence and willful misconduct) shall not exceed the total volume of all transactions expressed as a U.S. dollar amount, processed under this CEA. Nothing in this CEA shall exclude or limit any liability of any party for death or personal injury caused by negligence or fraud, deceit or fraudulent misrepresentation, howsoever caused.

10. **Governing Law.** Governing law with respect to this CEA shall be determined in accordance with the Member: California, U.S. for Wells Fargo Bank, N.A., Ontario, Canada for Laurentian Bank and Trans Canada Credit Corp (now Wells Fargo Financial Inc.); the laws of England and Wales for Deutsche Postbank AG; the laws of Australia for the Bank of Western Australia; the laws of Singapore for Development Bank of Singapore; and the laws of China for Shanghai Commercial Bank.

11. **Waiver.** The failure of a party to assert any of its rights under this CEA, including, but not limited to, the right to terminate this CEA in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right to enforce each and every provision of this CEA in accordance with its terms.

12. **Relationship between the Parties.** No agency, partnership, joint venture or employment relationship is created between Merchant and WFMS and/or Member by way of this CEA. In the performance of their respective obligations hereunder, the parties are, and will be, independent contractors. Nothing in this CEA will be construed to constitute either party as the agent for the other for any purpose whatsoever. Neither party will bind or attempt to bind the other party to any contract or the performance of any obligation, and neither party will represent to any third party that it has any right to enter into any binding obligation on the other party's behalf.

13. **No Illegal Use of Services.** Merchant will not access and/or utilize the Services for illegal purposes and will not interfere or disrupt networks connected with the Services.

14. **Severability.** Whenever possible, each provision of this CEA will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof will be prohibited by or determined to be invalid by a court of competent jurisdiction, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this CEA.

per-authorized payments, Merchant can pull funds from the customer's PayPal account up to the Limit without requiring specific customer approval for each transaction. At Merchant's option, a test amount may be passed to PayPal when the customer is initially directed to the PayPal Site. Upon customer's authorization of the use of the PAP Tool, PayPal will run a test amount through its module to assess whether a payment for this amount will operate successfully. The results of this test will be passed back when the customer is returned to the Merchant's website. Merchant agrees that, because PayPal can check neither a customer's balance nor his or her credit limit, the test is not a guarantee of successful payment. Merchant understands that the higher amount of the charge, the less predictive the test will be.

6. **Customer PAP Setup.** Merchant shall place a button or link on Merchant's website that directs customers to the PayPal website if the customer elects to use the PAP Tool. Upon authorization and selection of funding sources, PayPal will return the customer to the Merchant's website, along with details about this relationship, including a unique PAP identifier ("PAP ID"), subject to PayPal's then-current Privacy Policy.
7. **PAP Transaction Processing through API.** Upon notification by PayPal to Merchant of the PAP ID, Merchant will initiate the PAP through PayPal's API. PayPal will then process the transaction or respond with details of why the transaction failed. In the event the customer has additional funding sources that may

be used, PayPal will return a response indicating that a payment re-attempt is available. Upon successful transaction of a funding source, PayPal will move funds to Merchant's PayPal account. PayPal shall notify Merchant and customer after each successful payment.

8. **Notifications.** Merchant may elect to set up a server-to-server messaging service ("Instant Payment Notification" or "IPN") to listen for messages from PayPal. PayPal will send warnings about customer's accounts for events that may impact the customer's ability to pay. Such warnings occur when a customer account is locked, restricted, or closed for any reason, or when a customer removes all funding sources from such customer's PayPal account. In addition, PayPal will send warning notices when the customer's final funding source is due to expire within 7 to 21 days. Merchant understands that PayPal is not able to notify Merchant of every possible event that affects the customer's ability to pay, including, for example, the impact of payments to other merchants on customer's spending limits per the PayPal User Agreement, or the removal of a spending limit altogether, among other events.
9. **Compliance.** PayPal hereby reserves the right to change the PAP flow or product at any time, with retroactive notice when possible, as necessary in order to comply with the Electronic Funds Transfer Act or similar laws in other jurisdictions, and with applicable rules and regulations governing payment services and networks.

How does it work?

The BluePrince software from BUILDERadius is able to accept online payment for building department fees. Here is a brief overview of how it works:

1. A contractor applies for a permit online (if the fee is not associated with a permit, then the process starts at number 3).
2. The clerk at the building department receives the permit request, and if it is filled out correctly, sends it to BluePrince.
3. The clerk then creates the appropriate fees and invoices the contractor.
4. The contractor can view the invoice on his Personal Project Page (PPP) and opt to pay for it online. If the contractor opts to process the online invoice, he can do it two ways: via the mail (check/money order) or with an online payment.
 - If he opts to pay via mail, he is given an invoice to print out with a total, and can mail payment directly to the building department and he is done.
 - If he opts to pay via the internet, he will see a total of the invoice plus a convenience fee.
5. The contractor enters the PayPal website to enter his credit card or check information, then submits the transaction.
NOTE: paying by check through PayPal requires the payer to set up a PayPal account and link it to his checking account. Paying by credit card does not involve setting up a PayPal account.
6. This transaction is sent to PayPal. The transaction total includes the invoice amount and the convenience fee. The transaction is routed to the building department's PayPal account. At regular intervals (chosen in the account set up) the accrued money in the building department's PayPal account is transferred to the building department's designated bank account.
7. The invoice is marked as paid in BluePrince with an associated transaction number for tracking purposes.

General FAQs

What is a convenience fee? A convenience fee is a charge to the contractor for the option of paying online.

What is the difference between a transaction charge and a convenience fee? A transaction charge is a small percentage of the invoice amount (usually 2% to 4% of the total amount) charged to the merchant by the payment processor. A convenience fee is a small percentage of the invoice amount (usually 1% to 5%) that is charged to the contractor for the convenience of paying online. Proceeds from the convenience fee can be used to off set the cost of transaction fees.

What about the security of credit card information? Using a credit card with this system is more secure than using it at a local restaurant. Vital credit card information is encrypted, is only sent over secure channels, and only then when it is necessary (e.g., when a payment request is submitted to the building department to pay for an invoice).

Can my department set up an online payment account through another online payment processor? No, at this time BluePrince only supports PayPal.

Who at the jurisdiction can sign the account application? Whoever has the authority to enter the jurisdiction into a contract (e.g. Finance Director, City Manager, CBO) can sign the agreement.

How does BUILDERadius keep track of its transactions and appropriate fees with the payment processing? BUILDERadius logs all charge attempts, along with their results. This information is encrypted on a server that is not openly accessible from the internet.

What do we do if a contractor says he's been billed for a permit but we don't have any record of that transaction? The payment processing is set up to automatically mark invoices as paid at the same time that the transaction goes through. If an invoice is not marked as paid, then the transaction did not go through. Additionally, you can check whether or not money went all the way through the process by checking the account manager website (www.PayPal.com for PayPal). If confusion persists, the contractor should challenge the fee through his credit card company or bank.

BluePrince®

Community Development Software

Aren't you ready for a better way of doing business?

Attachment A:

PayPal Swarnnot



Contact	Carolyn Anderson canderson@paypal.com (402) 938-3503
Account Type	"Business Account"
Timeline	1 to 5 Days
Term	None - you can cancel you PayPal account anytime once you give BUILDRadius 30 Days notice.
Account Charge	None, there is no charge for account maintenance or setup.
Payment Types	MasterCard, Visa, eCheck, Discover, American Express and PayPal - Note: the payer does NOT need a PayPal account in order to pay by credit card.
Security	Transaction processing takes place through PayPal's secured, closed network.
Tracking and Accounting	BluePrince logs payment activity and can run accounting reports. Payments can also be tracked online at PayPal.com.
Integration with BluePrince	Yes
Transaction Charge	2.5%, plus 30 cents per transaction - this cost is offset by a convenience fee charged automatically to contractors at the time of payment.
3rd Party	None
Other Departments	Yes, if you would like, other departments can use the PayPal account to process payments.
Escrow Accounts	Contractors can file a credit card with PayPal or deposit money into a PayPal account which can act as an escrow account with the building department. This will allow for easy, fast payments on permit fees.
At-the-Counter Payments	Yes, a clerk can log into the PayPal interface to process over-the-counter payments at the PayPal website.
Ease of Set Up	PayPal set up can take as little as an hour, but expect 1 to 5 days.

Richard Reeves

From: cqueeney@gmail.com on behalf of Colleen A. St. Clair Queeney (colleen@builderadius.com)
Sent: Monday, August 20, 2007 3:59 PM
To: Richard Reeves; nadcock@builderadius.com; Sam Daniels
Subject: PayPal verification for council approval in Oconee
Attachments: BP PP3_Online Payments_013007.pdf

Richard,

I have discussed the PayPal / BUILDERadius flow path and process with one of our Software Engineers, Neil. He's copied here. Neil, correct me if I'm wrong on any of this.

- 1.) Contractor accesses their list of invoices from their Project Page (managed by BUILDERadius).
- 2.) Contractor chooses an invoice to pay and selects to pay using PayPal.
- 3.) BUILDERadius then calculates the exact fee to be added by PayPal to the total permit fee (the convenience fee and the flat rate per-transaction-fee required by PayPal). This is for *display purposes only*. Meaning, we simply do this so that the contractor knows how much is going to be charged to their card in *total*.
- 4.) The contractor is presented with a total fee including the calculated convenience fee and flat-rate fee. They then verify they will pay this amount.
- 5.) BUILDERadius then sends the ORIGINAL invoice amount to PayPal and PayPal actually adds the convenience fee and per transaction based fee to the total.
- 6.) PayPal keeps the convenience and transaction based flat-fee and sends the original invoice total for the permit out to an ACH bank (American Clearing House) where it sits for the required amount of time (whatever that is).
- 7.) After the allotted amount of time the original invoice total is deposited into the jurisdiction merchant account where they can access the funds.

There is a web site where the jurisdiction can look at the PayPal transactions that are pending and paid.

The items you'll need to have to complete your PayPal integration are the following:

- Sign the Government Addendum agreement for PayPal
- There are NO documents you have to sign and send to BUILDERadius. Your agreement is with PayPal. All we do is work with PayPal to *send* the payments... then you work with PayPal to *receive* the payments. NOTE: We do ask that you give us a 30 Day notice if you choose to disable PayPal after you have already started taking PayPal payments. This allows us to warn the contractor (through their Project Page) that they must investigate other payment options.
- Oconee county will then set up a PayPal relationship with PayPal. This will be done by your finance department and requires that they provide a direct deposit bank account number for all PayPal transactions & test the process with PayPal. Your finance department will also work with PayPal to organize a scheduled "sweep" of monies from PayPal into the direct deposit bank account.

All of this is explained in detail in the attached document as well. Let me know if you have further questions!

Best,
 CQ

OCONEE COUNTY COUNCIL Zoning Enabling Ordinance

Article I. Purpose and Authority

Section 1.01 Purpose -The zoning regulations and districts as set forth in this ordinance have been made in accordance with the Oconee County Comprehensive Plan. These regulations are designed to lessen traffic congestion, to protect public safety, to promote the health and general welfare of the citizens of Oconee County, to provide adequate light and air, to prevent overcrowding of land, and to avoid undue concentration of population, and to facilitate the adequate provisions of transportation, water, sewerage, schools, parks, and other public requirements. These regulations have been made with reasonable considerations to the character of each community and reflect concern for protecting the property and lifestyles of the all Oconee County citizens.

Section 1.02 Authority -The provisions of this ordinance are adopted under authority of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, S.C. Code Title 6, and Chapter 29.

Section 1.03 Jurisdiction - The regulations set forth in this ordinance shall be applicable within the unincorporated areas of Oconee County.

Section 1.04 Conflicting Regulations - In the event that a regulation in this ordinance conflicts with any other county regulation or zoning districts the more stringent standard shall apply.

Section 1.05 Official Zoning Map - The boundary of the unincorporated areas of Oconee County and all adopted zoning districts are shown on a map entitled "Official Zoning Map, Oconee County, South Carolina," which is hereby adopted and declared to be part of this ordinance.

- (1) **Amendments** - Amendments to the Official Zoning Map shall be made as necessary by the Oconee County Council, in accordance with the procedures outlined in this ordinance and according to § 6-29-760 of the State of South Carolina Code of Laws; the map shall at all times portray the current status of the zoning district boundaries.
- (2) **Custodian Map** - A reproducible copy of the Official Zoning Map shall be kept in the office of the Oconee County Zoning Administrator and copies shall be made available for inspection by the public.

Section 1.06 Interpretation of Districts Boundaries - When uncertainty exists with respect to the boundaries of zoning district, as shown on the Official Zoning Map, the following rules shall apply:

- (1) **Delineation** - Zoning district boundary lines are intended to follow the centerline of roadways, streams or other water channels, and follow platted lot or other property lines. In the absence of visual district boundaries or specified distances on the Official Zoning Map, dimensions or distances shall be determined by the scale on the Official Zoning Map.

Article II Terms and Definitions

Section 2.01 Rules of Construction and Interpretation of Terms - The following rules shall govern the interpretation of words and phrases used in this chapter:

- (1) **Customary meanings of words.** The words and phrases used in this chapter shall have their customary meanings except for specific words and phrases.
- (2) **Tense.** The present tense includes the future tense.
- (3) **Number.** The singular number includes the plural number, and the plural number includes the singular number.
- (4) **Person.** The word "person" includes a firm, association, partnership, trust, company, corporation or any other entity usually defined in legal usage as a person.
- (5) **Shall and may.** The word "shall" is mandatory; the word "may" is permissive.
- (6) **Used and occupied.** The word "used" or "occupied" include the words "intended, designed or arranged to be used or occupied."
- (7) **Interpretation of types of districts or zones.** Types of districts or zones, when used as a descriptive term for purposes of identifying certain circumstances in which particular regulations are applied.
- (8) **"Contiguous" as applied to lots.** The word "contiguous" shall be interpreted as meaning: sharing a common lot boundary at any point, and not separated by an intervening public street or alley.
- (9) **"Contiguous" as applied to planning districts or zoning classifications.** The word "contiguous" shall be interpreted as meaning: sharing a common boundary at any point, disregarding any intervening public street or alley.
- (10) **"On the premises of."** The phrase "on the premises of" as applied to accessory uses or structures shall be interpreted to mean: on the same lot or on a contiguous lot in the same ownership.

Section 2.02 Definitions - Except where specifically defined herein, all words used in this Ordinance shall carry their customary meanings. Words used in the present tense include the future tense; the singular number includes the plural. The word shall is mandatory, not directory.

- (1) **Conditional Use(s)** - Provisions that impose conditions, restrictions, or limitations on a permitted use that are in addition to the restrictions applicable to all land in the zoning classification which have been set forth in the text of the zoning ordinance.
- (2) **Current Land Use Map**- A non-regulatory map that graphically represents the existing land use, by parcel, throughout the county.
- (3) **District, Zoning**- a specifically delineated area in a Planning District within which uniform regulations and requirements govern the use, placement, spacing, and size of land and buildings.
- (4) **Future Land Use Map (FLUM)** - A non-regulatory map that graphically represents what the citizens would like to see the county look like in the

- (15) **Zoning Map, Official** – the official map or maps that are adopted as part of the zoning ordinance and delineate the boundaries of Planning Districts and the boundaries of zoning classifications.

Article III. Planning District

Section 3.01 Official Boundary – The boundary of the Oconee County Planning District shall conform to the boundaries of the unincorporated areas of Oconee County, and shall be shown on the Official Zoning Map of Oconee County.

Section 3.02 Planning Areas for Citizen-Initiated Zoning – [RESERVED]

- | | |
|---------------------------|------------|
| 1. Fair Play- | [RESERVED] |
| 2. South Union- | [RESERVED] |
| 3. Cross Roads- | [RESERVED] |
| 4. Cleveland- | [RESERVED] |
| 5. Westminster- | [RESERVED] |
| 6. Oakway- | [RESERVED] |
| 7. Friendship- | [RESERVED] |
| 8. Seneca- | [RESERVED] |
| 9. Corinth-Shiloh- | [RESERVED] |
| 10. Long Creek- | [RESERVED] |
| 11. Walhalla- | [RESERVED] |
| 12. West Union- | [RESERVED] |
| 13. Keowee- Ebenezer- | [RESERVED] |
| 14. Keowee- | [RESERVED] |
| 15. Mountain Rest- | [RESERVED] |
| 16. Picket Post-Camp Oak- | [RESERVED] |
| 17. Salem- | [RESERVED] |

Article VII. Conservation Districts

Title: Conservation

Definition: Those areas designated for preservation and protection.

Intent: This district is intended to protect and promote the continuation of Oconee's natural resources.

Standards: [RESERVED]

Article VIII. Agriculture Districts

Title: Agriculture

Definition: Those areas in which rural lifestyles have traditionally been and continue to be intertwined with agricultural activity and production which has a significant economic impact to the area and Oconee County.

Intent: Agricultural districts are intended for the protection of farm land in Oconee County while ensuring sufficient residential and commercial development opportunities exist to serve the needs of citizens living in those areas.

Standards: [RESERVED]

Article IX. Residential Districts

Title: Single Family Residential

Definition: Those areas where the primary land is single family residential.

Intent: This district is intended to provide for residential single family development in the county and for those related uses that are normally associated with residential communities. Those uses that may generate negative secondary effects impacting life shall be discouraged.

Standards: [RESERVED]

OVERLAY DISTRICTS AND CLASSIFICATIONS

Article XIII. Employment Opportunity Overlay

Title: Employment Opportunity Overlay District

Definition: The Employment Opportunity Overlay is not intended to be a separate zoning district, but shall be assigned to those areas County Council has determined to be essential to the future economic prosperity and general well being of all Oconee citizens.

Intent: The Overlay is intended to promote development that reflects the best building and site design practices in a manner that will maintain the greatest marketability of the area over time.

Boundary: The boundaries of the Employment Opportunity Overlay are shown on the Official Oconee County Zoning Map, and are divided into the following sub-districts:

- a. Interstate 85 Employment Opportunity Overlay
- b. [RESERVED]

Standards:

a. Interstate 85 Employment Opportunity Overlay-

- 1. Residential Development: No residential development shall have a gross density greater than 1 dwelling unit per 5 acres.
- 2. Signage: All signage shall be ground mounted.
- 3. Lighting [RESERVED]
- 4. Landscape Design [RESERVED]
- 5. Buffering [RESERVED]
- 6. Parking [RESERVED]

Article XIV. Scenic Highway Overlay

Title: Scenic Highway Overlay District

Definition: The Scenic Highway Overlay is not intended to be a separate zoning district, but shall be assigned to areas lying along picturesque highways County Council deems to be of significant value to the citizens of Oconee County, and therefore deserving of standards designed to protect natural beauty, and to promote the acquisition and maintenance of the scenic highway designation.

Intent: The intent of the overlay district is to promote development harmonious with the given environment along roads with scenic vistas and pristine landscapes, assets that are an increasingly important part of the area's economic prosperity and general well being.

Boundary: The boundaries of the Scenic Highway Overlay are shown on the Official Oconee County Zoning Map, and are divided into the following sub-districts:

- a. South Carolina Highway 11 (Cherokee Foothills Scenic Highway)

Standards:

a. Keowee/ Jocassee Overlay (Lakes Keowee and Jocassee)-

The following standards shall apply within thirteen hundred (1,300) feet of the full pond contour of Lake Keowee and Lake Jocassee, to be measured along a perpendicular line from the full-pond contour:

1. No single-family or multi-family development shall have a net density greater than 4 dwelling units per acre.
2. No structure constructed in the overlay shall have a building height (to be measured in accordance with adopted building codes) greater than 65 feet above finished grade. In no circumstance shall the grade elevation be altered beyond that necessary to provide for structural soundness.
3. A natural vegetative buffer shall be established on all parcels for which any county-issued permit is issued, to be inspected as part of the initial inspection typically performed by County personnel. The buffer shall extend to a depth of twenty-five (25) feet measured along a perpendicular line from the full-pond contour, and shall meet all standards established for natural buffers contained in the Subdivision Regulations Chapter of the Unified Performance Standards, as amended.

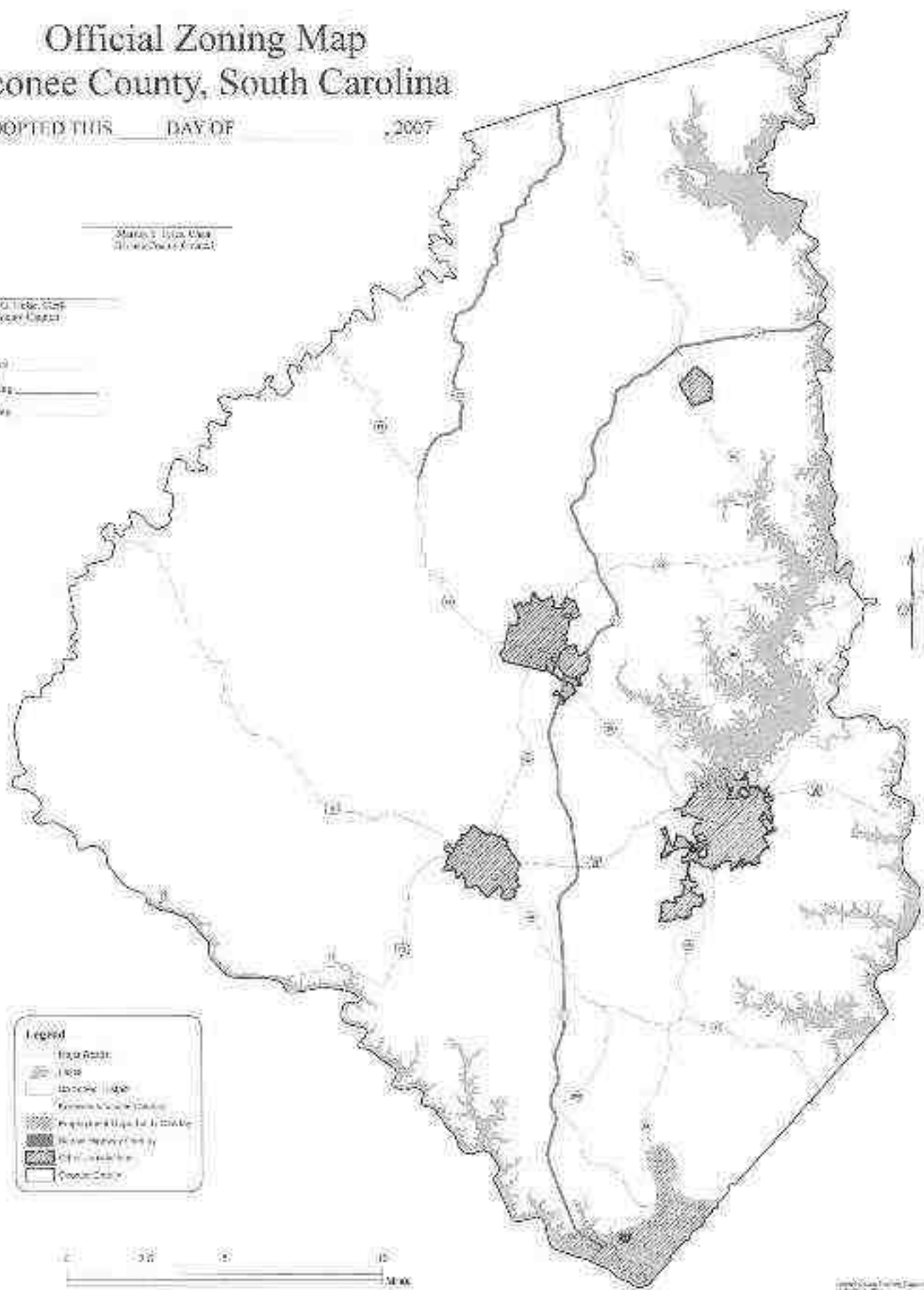
b. Seneca River Overlay (Lake Hartwell) [RESERVED]

c. Tugalo River Overlay (Lake Harwell) [RESERVED]

Official Zoning Map Oconee County, South Carolina

ADOPTED THIS _____ DAY OF _____, 2007

State of South Carolina
 Oconee County Council
 Planning and Zoning Commission
 Planning and Zoning Commission
 Planning and Zoning Commission
 Planning and Zoning Commission



Legend

- Unincorporated Area
- Water
- County Road
- Interstate
- Proposed Highway Right-of-Way
- State Park
- City of Oconee
- County Center



September 4, 2007

The Oconee Men's Outreach continue to pray for you, the members of our Oconee County Council. A former Chaplain of the United States Senate, Lloyd John Ogilvie, wrote a book titled Lord of the Impossible in which he describes *The Prescription for Perplexity*, which he summarizes in five steps (1) fear not, (2) stand firm, (3) see the salvation of the Lord, (4) keep-still, (5) go forward,

Starting in September we are asking God to work within you to remain resolute in your convictions by applying His Word in Proverbs 16.2 and we have personalized this Bible passage as follows: "Commit...Chairman Marion Lyles, Frank Ables, George Blanchard, Tommy Crumpton, and Mario Suarez:..works unto the Lord, and thy thoughts shall be established." It is in the name of Jesus, that we are asking God to apply this Scripture in your ponderings over the perplexities facing you as Council members.

As a reminder of our prayers for you the Council, we wish to provide each of you and the three members of your staff present here with two cards inscribed as follows:

**Father, please apply Your Word
in my life today, including -
Proverbs 16.2:
"Commit thy works unto the Lord,
and thy thoughts shall be established."**

Our request is that the business card be carried in your wallets as a periodic reminder of our prayers, and the 3 X 5 card be placed on your desk during your meetings, where you can reference God's Word as you consider the business of Oconee County.

Thanks for your commitment to Oconee County and blessings on your day!

For the Praying Men,
Frank Kieninger
1012 Fleming Lane
Seneca, SC 29672
864-888-4480

September 12, 2007

received
9-13-07 8M

GOLDIE
&
ASSOCIATES
*engineering, environmental
and laboratory services*

Mr. Dale Surret
Oconee County Administrator
415 S. Pine Street
Walhalla, SC 29691

Re: I-85 Sewer Proposal

Dear Mr. Surret,

Thank you very much for the consideration the County has given us regarding the proposed I-85 sewer. We certainly understand that the County must often go through a significant and time consuming political process in much of its decision making; however, we simply must move with the project.

If, in the future, the County finds that it would consider our proposal to be attractive, we can revisit it at that time. We certainly want to accommodate the County in any way we can and would certainly want to work with the County toward its growth along I-85.

Thank you again and please feel free to call me if you have any questions or would like to discuss how we could be of service to the County in any way.

Sincerely,

JACABB Utilities



Stephen R. Goldie
Managing Member

received
8-30-07

 CITY OF WESTMINSTER, SOUTH CAROLINA

August 2, 2007

Mr. Dale Surrett
Oconee County Administrator
415 South Pine Street
Walhalla, S.C. 29691

Dear Mr. Surrett:

The City of Westminster supported the previous efforts to increase the sales tax for capital projects. Although that effort was unsuccessful, the projects remain a goal of the Westminster City Council. Nevertheless, the funding of such projects continues to be the challenge.

Accordingly, the City continues to support an effort to achieve sales tax funding of capital projects in Oconee County.

Sincerely,



David Smith
City Administrator

cc: Mayor/Council

Beth
C to Council


Oconee County
Public Works

September 11, 2007

received
9-12-07 2M

Mr. Dale Surratt
Oconee County Administrator
415 S. Pine Street
Walhalla, SC 29591

Subject: Clarification Regarding Letter Dated September 11, 2007

Dear Mr. Surratt:


My previous letter, dated this same day, may have been misleading regarding the "Tentative New Construction Roads." These roads are not the highest scored roads, but are more accurately defined as the roads that require relatively minor upgrades in alignment by the County Construction Crews and are the most economical to construct. Basically, County Crews do some realignment, culvert pipe replacement, "sweetening" of the base, and the paving contractor overlays the road with 2 inches of asphalt.

In the past, the new construction road category projects have been extremely expensive (bid at over \$100 per foot). In an effort to minimize cost and maximize road paving efforts, we have chosen roads similar to Gentry and Seneca Springs Landing to modify rather than construct. The roads still score high and have 100% right-of-way and are already constructed to the proper width.

After we determine an amount of C-Funding, I recommend that we have the highest scored remaining roads, that the County can't do in-house, be surveyed, designed, and engineered. Then we can develop detailed plans and specification so that the "Tentative New Construction" road projects can be bid on a unit cost basis rather than lump sum.

The entire paving projects process is very complicated and can be quite confusing. I did not mean to make things more confusing by labeling and explaining Gentry and Seneca Springs Landing incorrectly.

Sincerely,


D. Mack Kelly, Jr.
PE, PLS, CFM
Director of Public Works
County Engineer

cc: Mr. Thom Moxley, Roads & Bridges Manager
Mr. Michael Ellis, Paving Contract Technician

D. Mack Kelly, Jr.
PE, PLS, CFM
Director of Public Works
County Engineer

Public Works Complex
14077 Wells Highway
Seneca, SC 29670

Phone: 864-666-1077
Fax: 864-286-1071

Email:
mkelly@oconee.org



September 11, 2007

received
9-11-07 SM

Oconee County
Public Works



Mr. Dale Surratt
Oconee County Administrator
415 S. Pine Street
Walhalla, SC 29591

Subject: Request Approval to Bid Tentative Road Projects

Dear Mr. Surratt:

Please accept the following as my recommendation for paving projects to be bid this fiscal year. To complete the below work, I have estimated that funding of \$2.4 million may be needed. A draft letter is attached to request C-Funding as soon as Mr. Crumpton is ready to submit it. Additionally, I have included North Harbour Drive, which was discussed at the August 14, 2007 Roads & Transportation committee meeting. Mr. Crumpton wanted to review the road and I was asked to estimate the road improvement costs. We estimate the cost to patch and pave North Harbour Drive to be approximately \$43,800. I have included North Harbour Drive in the project lists that follow, pending Mr. Crumpton's review. Also, included is Crystal Falls Road, which a portion of the road was improved as part of last year's paving contract. A falling pipe was a concern and paving of the section was delayed until suitable alternatives were developed. The road needs to be finished, so it has been proposed to be added to this year's contract.

Until the paving projects are bid out, an exact amount cannot be determined and therefore, the roads listed are tentative and may be deleted as necessary to meet available funding. Additionally, the amount of C-funding has not been established.

TENTATIVE NEW CONSTRUCTION ROADS

These are the highest scored roads, by county resolution, and with 100% ROW. The scope of work will include culvert replacements, cuts, fills, adding gravel, setting final grade, and then overlay.

NUMBER	ROAD NAME/SUBDIVISION	LENGTH	WIDTH
		FEET	FEET
SE-47	SENECA SPRINGS LDG	3,385	20
SE-42	GENTRY	2,064	20
TOTAL		5,449	FEET

D. Mack Kelly, Jr.
PE, PLS, CFM
Director of Public Works
County Engineer

Public Works Complex
15077 Wells Highway
Seneca, SC 29678

Phone: 864-636-1072
Fax: 864-636-1071

E-mail
mkelly@oconeeast.com



Oconee County
Public Works



D. Mack Kelly, Jr.
PE, PLS, CFM
Director of Public Works
County Engineer

Public Works Complex
13022 Wills Highway
Seneca SC 29672

Phone: 803-884-1072
Fax: 803-884-1071

E-mail:
mkelly@occonesc.gov

TENTATIVE RECONSTRUCTION ROADS

These six roads are in subdivisions. These roads are to be rebuilt using a mill-in-place method in order to maintain the base material and asphalt valley curbing.

NUMBER	ROAD NAME	LENGTH FEET	WIDTH FEET
SE-245	UNIVERSITY DR	3,746	20
WA-300	JAMLETTE DR	1,348	20
WA-13	NORTH HARBOUR DRIVE	1,808	20
CE-145	DR JOHNS RD	2,942	19
SE-350	STONEHAVEN WAY	5,100	24
SE-405	CHARTWELL POINT RD	1,173	20
TOTAL		16,115	FEET

TENTATIVE OVERLAY ROADS

These are roads with moderate amounts of patching. They are in need of a new overlay due to age and condition. They are approaching the rapid deterioration stage.

NUMBER	ROAD NAME	LENGTH FEET	WIDTH FEET
SE-157	MELDAU RD	5,429	20
SE-257	YELLOW JASMINE DR	2,900	20
SE-246	TIGER TAIL RD	1,858	20
SE-219	JODY DR	3,688	20
WA-65	CRYSTAL FALLS RD	1,340	18
WA-331	JANA DR	1,890	20
WA-289	CASTLEBROOK DR	1,550	20
SE-442	STILLWATER DR	8,385	20
TOTAL		26,740	FEET

TENTATIVE WIDENING / OVERLAY CONSTRUCTION

These roads are substandard due to their width. Middle Park Drive is in an area that has had a serious increase in traffic. A traffic study revealed that the current usage rate was at the collector level, however, the road is only 16 feet wide.

NUMBER	ROAD NAME/SUBDIVISION	LENGTH FT	WIDTH FT
WA-135	MIDDLE PARK DR	1,911	16
WA-281	WINDING LN	3,531	18
TOTAL		5,442	FEET



Oconee County
Public Works



D. Mack Kelly, Jr.
PE, PLS, CFM
Director of Public Works
County Engineer

Public Works Complex
5072 Werts Highway
Seneca, SC 29135

Phone: 864-886-1077
Fax: 864-886-1071

E-mail:
mkelly@occonecounty.com

TENTATIVE COUNTY CONSTRUCTION

These roads are substandard due to their width. They are all in very poor structural condition. The work is to be done by the County's Asphalt and Grading Crews.

NUMBER	ROAD NAME/SUBDIVISION	LENGTH FT	WIDTH FT
SE-240	WINDY OAKS LN	1,458	18
SE-30	CARRIAGE TRC	1,820	16
PJ-41	PAUL LONG RD	1,171	16
SE-334	LOGANS WAY	829	18
TOTAL		4,278	FEET

TENTATIVE C-FUND OVERLAY ROADS

These are the longer roads with 100% ROW, as required by the Oconee County Transportation Committee. These roads are scattered among the other road projects and there is a draft letter attached, requesting Oconee County Transportation Committee to support the effort to maintain these roads.

NUMBER	ROAD NAME/SUBDIVISION	LENGTH FEET	WIDTH FEET
SE-42	GENTRY	2,064	20
SE-47	SENECA SPRINGS LOG	3,385	20
SE-245	UNIVERSITY DR	3746	20
WA-55	CRYSTAL FALLS RD	1,040	18
WA-13	NORTH HARBOUR DRIVE	1,806	20
WA-300	JAMLETTE DR	1,348	20
SE-350	STONEHAVEN WAY	5,100	20
SE-167	MELDAU RD	5,429	20
SE-267	YELLOW JASMINE DR	2,900	20
SE-246	TIGER TAIL RD	1,858	20
SE-219	JODY DR	3,888	20
WA-301	JANA DR	1,890	20
WA-284	CASTLEBROOK DR	1,650	20
SE-442	STILLWATER DR	8,385	20
SE-405	CHARTWELL POINT RD	1,173	20
OE-145	DR JOHNS RD	2,942	19
WA-138	MIDDLE PARK DR	1,911	18
WA-281	WINDING LN	3,531	18
TOTAL		53,746	FEET



Oconee County
Public Works

TENTATIVE ROADS FOR CENTERLINE STRIPING

These are the tentative contract roads for this year. In addition to these roads there will be 40 miles of roads identified in need of repairing their centerlines for public safety.

NUMBER	ROAD NAME/SUBDIVISION	LENGTH FEET	WIDTH FEET
SE-42	GENTRY	2,064	20
SE-47	SENECA SPRINGS LDG	3,385	20
SE-245	UNIVERSITY DR	3,746	20
SE-257	YELLOW JASMINE DR	2,900	20
SE-246	TIGER TAIL RD	1,858	20
SE-219	JODY DR	9,668	20
SE-442	STILLWATER DR	8,386	20
SE-405	CHARTWELL POINT RD	1,173	20
SE-350	STONEHAVEN WAY	5,100	20
SE-157	MELDAU RD	5,423	20
SE-240	WINDY OAKS LN	1,458	18
SE-30	CARRIAGE TRC	1,820	18
SE-384	LOGANS WAY	829	18
CE-145	DR JOHNS RD	2,842	18
PU-41	PAUL LONG RD	1,171	16
WA-301	JANA DR	1,890	20
WA-289	CASTLEBROOK DR	1,560	20
WA-13	NORTH HARBOUR DRIVE	1,808	20
WA-300	JAMLETTE DR	1,348	20
WA-85	CRYSTAL FALLS RD	1,040	18
WA-138	MIDDLE PARK DR	1,911	18
WA-281	WINDING LN	3,531	18
-	RESTRIPING FOR SAFETY	211,200	-
TOTAL		269,224	FEET

D. Mack Kelly, Jr.
PE, PLS, CFM
Director of Public Works
County Engineer

Public Works Complex
15022 Webb Highway
Seneca, SC 29678

Phone: 864-886-1072
Fax: 864-886-1071

E-Mail:
mkelly@occonee.net

I look forward to discussing the above recommendations in greater detail, as your schedule will allow.

Upon your approval, we will work through the Procurement Department to obtain competitive bids for the above contract work.

Sincerely,

D. Mack Kelly, Jr.
PE, PLS, CFM
Director of Public Works
County Engineer

cc: Mr. Thom Moxley, Roads & Bridges Manager
Mr. Michael Ellis, Pavimg Contract Technician



September 27, 2007

Mr. Bill Bond
County Transportation Committee
170 Radisson Rd.
Seneca, SC 29678

Dear Mr. Bond:

Please accept this letter as our formal request for "C" funding. Our request is broken down into overlay projects and road widening projects.

The contractor will overlay the group of roads below with SCDOT approved Type C (formerly known as Type III) surface asphalt at a cost of \$752,400. Oconee County would like to have the following roadways considered for "C" funding:

ROW			LENGTH	WIDTH	EST
/ft	ROAD NAME	RD #	/ft	/ft	TONS
50	GENTRY	SE-42	2,064	20	643
50	SENECA SPRINGS LDC	SE-47	3,385	20	1,058
50	UNIVERSITY DR	SE-245	3,748	20	1,150
50	JAMLETTE DR	WA-300	1,348	20	462
50	STONEHAVEN WAY	SE-350	5,100	20	1,734
50	MELDAU RD	SE-157	5,429	20	1,397
50	YELLOW JASMINE DR	SE-257	2,900	20	846
50	TIGER TAIL RD	SE-246	1,558	20	413
50	JOJOY DR	SE-219	3,389	20	878
50	JANA DR	WA-301	1,880	20	521
50	CASTLEBROOK DR	WA-289	1,850	20	437
50	STILLWATER DR	SE-442	8,336	20	2,320
50	NORTH HARBOUR DRIVE	WA-13	1,808	20	535
50	DR JOHNS RD	CE-145	2,942	19	796
50	CRYSTAL FALLS RD	WA-66	1,040	18	218
50	CHARTWELL POINT RD	SE-406	1,173	18	264
					13,680

The contractor will widen the roads listed below to current Oconee County standards with SCDOT approved binder and then pave the roads with SCDOT approved Type C (formerly known as Type III) surface asphalt at a cost of \$181,150. Oconee County would like to have the following roadways considered for "C" funding

ROW	ROAD NAME	RD #	LENGTH	WIDTH		EST	
				Present/Future	Surface	Binder	
50	MIDDLE PARK DR	WA-139	1,911	18/22	563	689	
50	WINDING LN	WA-281	3,531	18/20	622	546	
					1,385	1,235	

Oconee County is requesting a total of \$933,550 for all of the above roads.

Thank you very much for your attention to our transportation needs in Oconee County.

Sincerely,

Beth Hulse

From: asp@netm0s.com
Sent: Friday, September 14, 2007 2:29 PM
To: Beth Hulse; ocsmanager@bellsouth.net; dhall@seneca.sc.us; cityofwalhalla@bellsouth.net; dsmith@westminster-sc.org; council@targetoc.org
Subject: Concerns from an Oconee County taxpayer and voter - Sewer and tax

For: **County Council:** Please forward this email to all Councilmen and the Administrator;
Sewer Commission: Please forward this email to all Commissioners and the Manager;
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator;
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor;
Westminster City Council: Please forward this email to all Councilmen and the Mayor;

From: Mark E. & Renee M. Masaschi
Return Email: mem@dmhllc.net

Area of Concern: Sewer and tax

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

We support the alternative provided by the Sewer Commission, even though it carries a higher cost. It is simply in the best long term interest of the citizens of Oconee County for the Sewer Commission/Sewer Authority to handle the proposed sewer service, not Jacobb.

Interestingly, Frank Ables mentioned the possibility of a small plant at the Industrial Park, for the industrial Park only, managed by the Sewer Commission/Authority. This plan is our preferred direction, but taxpayers will support any reasonable alternative endorsed by the Sewer Commission/Authority.

We ask the Cities of Seneca, Walhalla, and Westminster to use all means at their disposal to insure the County does not proceed with the Jacobb plan.

Specifically, we ask that each City refrain from providing its approval to create the new Sewer Authority until Jacobb is totally removed from consideration and that the Sewer Commission strongly enforce all terms of its various contracts with the County.

Beth Hulse

From: asp@netmds.com
Sent: Friday, September 14, 2007 2:29 PM
To: Beth Hulse; oocsmanger@bellsouth.net; chall@seneca.sc.us; cityofwalhalla@bellsouth.net; dsmith@westminstersc.org; council@targetoc.org
Subject: Concerns from an Oconee County taxpayer and voter - sewers

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: gerald s. burgett
Return Email: gsburgett@aol.com

Area of Concern: sewers

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities. We support the alternative provided by the Sewer Commission, even though it carries a higher cost. It is simply in the best long term interest of the citizens of Oconee County for the Sewer Commission/Sewer Authority to handle the proposed sewer service, not Jacobb. Interestingly, Frank Ables mentioned the possibility of a small plant at the Industrial Park, for the Industrial Park only, managed by the Sewer Commission/Authority. This plan is our preferred direction; but taxpayers will support any reasonable alternative endorsed by the Sewer Commission/Authority. We ask the Cities of Seneca, Walhalla, and Westminster to use all means at their disposal to insure the County does not proceed with the Jacobb plan.

Beth Hulse

From: asp@netmcs.com
Sent: Friday, September 14, 2007 2:35 PM
To: Beth Hulse; oocsmanger@bellsouth.net; chali@seneca.sc.us; cityofwalhalla@bellsouth.net; dsmith@westminstersc.org; council@targetoc.org
Subject: Concerns from an Oconee County taxpayer and voter - Jacobb & Sewers

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Roger & Janet L. Bouhis
Return Email: roger.bouhis@greenbricinteriors.com
Area of Concern: Jacobb & Sewers

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

We support the alternative provided by the Sewer Commission, even though it carries a higher cost. It is simply in the best long term interest of the citizens of Oconee County for the Sewer Commission/Sewer Authority to handle the proposed sewer service, not Jacobb.

Interestingly, Frank Ables mentioned the possibility of a small plant at the Industrial Park, for the Industrial Park only, managed by the Sewer Commission/Authority. This plan is our preferred direction, but taxpayers will support any reasonable alternative endorsed by the Sewer Commission/Authority.

We ask the Cities of Seneca, Walhalla, and Westminster to use all means at their disposal to insure the County does not proceed with the Jacobb plan.

Specifically, we ask that each City refrain from providing its approval to create the new Sewer Authority until Jacobb is totally removed from consideration and that the Sewer Commission strongly enforce all terms of its various contracts with the County.

Beth Huise

From: asp@netmcs.com
Sent: Friday, September 14, 2007 2:41 PM
To: Beth Huise; opsmanager@bellsouth.net; chaf@seneca.sc.us; cityofwalhalla@bellsouth.net; dsmith@westminster.sc.org; council@targetoc.org
Subject: Concerns from an Oconee County taxpayer and voter - Jacobb & Sewers

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Roger and Diane Thomas

Return Email: rbtffishing@aol.com

Area of Concern: Jacobb & Sewers.

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

We support the alternative provided by the Sewer Commission, even though it carries a higher cost. It is simply in the best long term interest of the citizens of Oconee County for the Sewer Commission/Sewer Authority to handle the proposed sewer service, not Jacobb.

Interestingly, Frank Ables mentioned the possibility of a small plant at the Industrial Park, for the Industrial Park only, managed by the Sewer Commission/Authority. This plan is our preferred direction, but taxpayers will support any reasonable alternative endorsed by the Sewer Commission/Authority.

We ask the Cities of Seneca, Walhalla, and Westminster to use all means at their disposal to insure the County does not proceed with the Jacobb plan.

Specifically, we ask that each City refrain from providing its approval to create the new Sewer Authority until Jacobb is totally removed from consideration and that the Sewer Commission strongly enforce all terms of its various contracts with the County.

Beth Hulse

From: asp@netmids.com
Sent: Friday, September 14, 2007 2:44 PM
To: Beth Hulse; ocacmanager@bellsouth.net; chell@seneca.sc.us; cityofwalhalla@bellsouth.net; dsmith@westminstersc.org; council@targeton.org
Subject: Concerns from an Oconee County taxpayer and voter - Jacobb Poposal

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Francine Kaminski
Return Email: rabyandchescy@yahoo.com

Area of Concern: Jacobb Poposal

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

We support the alternative provided by the Sewer Commission, even though it carries a higher cost. It is simply in the best long term interest of the citizens of Oconee County for the Sewer Commission/Sewer Authority to handle the proposed sewer service, not Jacobb.

Interestingly, Frank Ables mentioned the possibility of a small plant at the Industrial Park, for the Industrial Park only, managed by the Sewer Commission/Authority. This plan is our preferred direction, but taxpayers will support any reasonable alternative endorsed by the Sewer Commission/Authority.

We ask the Cities of Seneca, Walhalla, and Westminster to use all means at their disposal to insure the County does not proceed with the Jacobb plan.

Specifically, we ask that each City refrain from providing its approval to create the new Sewer Authority until Jacobb is totally removed from consideration and that the Sewer Commission strongly enforce all terms of its various contracts with the County.

Beth Hulse

From: asp@netmcs.com
Sent: Friday, September 14, 2007 2:45 PM
To: Beth Hulse; ocsmanager@belsouth.net; chaff@seneca.sc.us; cityofwaihalla@belsouth.net; osmith@westminsterse.org; council@targetloc.org
Subject: Concerns from an Oconee County taxpayer and voter - Vote no to Jacabb plan

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Waihalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: ← Janc & Terry O'Leary
Return Email: janelinker@hotmail.com
Area of Concern: Vote no to Jacabb plan

Comments: Taxpayers believe the Jacabb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities. We support the alternative provided by the Sewer Commission, even though it carries a higher cost. It is simply in the best longterm interest of the citizens of Oconee County for the Sewer Commission/Sewer Authority to handle the proposed sewer service, not Jacabb. Interestingly, Frank Ables mentioned the possibility of a small plant at the Industrial Park, for the Industrial Park only, managed by the Sewer Commission/Authority. This plan is our preferred direction, but taxpayers will support any reasonable alternative endorsed by the Sewer Commission/Authority. We ask the Cities of Seneca, Waihalla, and Westminster to use all means at their disposal to insure the County does not proceed with the Jacabb plan. Specifically, we ask that each City refrain from providing its approval to create the new Sewer Authority until Jacabb is totally removed from consideration and that the Sewer Commission strongly enforce all terms of its various contracts with the County. PLEASE LISTEN TO US THE CITIZENS WHICH YOU ARE SUPPOSED TO BE SERVING!!!!!!!!

Beth Hulse

From: asp@netmds.com
Sent: Friday, September 14, 2007 2:46 PM
To: Beth Hulse: ocsmanager@bellsouth.net; chad@seneca.sc.us; cityofwalhalla@bellsouth.net; dsmith@westminstersc.org; council@targetox.org
Subject: Concerns from an Oconee County taxpayer and voter - Jacobb Proposal

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Stephen J. Kaminski
Return Email: kaminski@bellsouth.net

Area of Concern: Jacobb Proposal

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

We support the alternative provided by the Sewer Commission, even though it carries a higher cost. It is simply in the best long term interest of the citizens of Oconee County for the Sewer Commission/Sewer Authority to handle the proposed sewer service, not Jacobb.

Interestingly, Frank Ables mentioned the possibility of a small plant at the Industrial Park, for the Industrial Park-only, managed by the Sewer Commission/Authority. This plan is our preferred direction, but taxpayers will support any reasonable alternative endorsed by the Sewer Commission/Authority.

We ask the Cities of Seneca, Walhalla, and Westminster to use all means at their disposal to insure the County does not proceed with the Jacobb plan.

Specifically, we ask that each City refrain from providing its approval to create the new Sewer Authority until Jacobb is totally removed from consideration and that the Sewer Commission strongly enforce all terms of its various contracts with the County.

Beth Hulse

From: asp@netmcs.com
Sent: Friday, September 14, 2007 2:46 PM
To: Beth Hulse; ocoomanager@bellsouth.net; chall@seneca.sc.us; cityofwalhalla@bellsouth.net; dsmith@westminstersc.org; council@targetoc.org
Subject: Concerns from an Oconee County taxpayer and voter - Jacobb Proposal

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Eddie Moore
Return Email: fksk@hotmail.com

Area of Concern: Jacobb Proposal

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Beth Hulse

From: asp@belnetds.com
Sent: Friday, September 14, 2007 2:46 PM
To: Beth Hulse; oocsmanager@belsouth.net; chall@seneca.sc.us; cityofwaihalla@belsouth.net; csmith@westminstersc.org; council@targetloc.org
Subject: Concerns from an Oconee County taxpayer and voter - Jacobb Proposal

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
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Waihalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Wanda Moore
Return Email: fxstg@hotmail.com

Area of Concern: Jacobb Proposal

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Beth Hulse

From: asa@netmds.com
Sent: Friday, September 14, 2007 2:48 PM
To: Beth Hulse; anabinet@oconee.k12.sc.us; dmccormick@oconee.k12.sc.us; mlucas@oconee.k12.sc.us; schbro@oconee.k12.sc.us; hmays@oconee.k12.sc.us; kposton@oconee.k12.sc.us; jerryee@oconee.k12.sc.us; ocsmanager@bellsouth.net; wes@scstatehouse.net; age@scsenate.org; whitmirew@scstatehouse.net; bowend@schouse.org; salemclerk29676@yahoo.com; chall@seneca.sc.us; cityofwallahalla@bellsouth.net; dmilth@westminstersc.org; West Union City Hall; council@targetoc.org
Subject: Concerns from an Oconee County taxpayer and voter - SEWERS

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
School Board: Please forward this email to Mr. Hamilton. Others receive copies directly.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Legislative Delegation: All members receive copies directly.
Salem Town Council: Please forward this email to all Councilmen and the Mayor.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Wallhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.
West Union Town Council: Please forward this email to all Councilmen and the Mayor.

From: BOB WALKER
Return Email: BOBCPSC@BELL SOUTH.NET
Area of Concern: SEWERS
Comments: YOU MUST LISTEN TO THE TAXPAYERS

Beth Hulse

From: asp@netmcs.com
Sent: Friday, September 14, 2007 3:02 PM
To: Beth Hulse; oocsmanger@bellsouth.net; chali@seneca.sc.us; cityofwaltham@bellsouth.net; dsmitth@westminstersc.org; council@targetoc.org
Subject: Concerns from an Oconee County taxpayer and voter -The Jacabb Plan

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Bill Koepnick
Return Email: billkoep@mac.com

Area of Concern: The Jacabb Plan

Comments: Taxpayers believe the Jacabb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

We support the alternative provided by the Sewer Commission, even though it carries a higher cost. It is simply in the best long term interest of the citizens of Oconee County for the Sewer Commission/Sewer Authority to handle the proposed sewer service, not Jacabb.

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Specifically, we ask that each City refrain from providing its approval to create the new Sewer Authority until Jacabb is totally removed from consideration and that the Sewer Commission strongly enforce all terms of its various contracts with the County.

Beth Huise

From: esp@netmds.com
Sent: Friday, September 14, 2007 3:06 PM
To: Beth Huise; oosomanager@bellsouth.net; chall@seneca.sc.us; cityofwalhalla@bellsouth.net; csmith@westminstersc.org; council@targetcd.org
Subject: Concerns from an Oconee County taxpayer and voter - Sewers

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Ed Little
Return Email: ayedl@bellsouth.net

Area of Concern: Sewers

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Beth Hulse

From: asp@netmcs.com
Sent: Friday, September 14, 2007 3:12 PM
To: Beth Hulse; ossmanager@bellsouth.net; chad@seneca.sc.us; cityofwalhalla@bellsouth.net; dsm:lh@westminstersc.org; council@targetoc.org
Subject: Concerns from all Oconee County taxpayer and voter - Sewer Growth

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Gary Wood
Return Email: garwood194@bellsouth.net

Area of Concern: Sewer Growth

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Beth Hulse

From: asp@netrnds.com
Sent: Friday, September 14, 2007 3:13 PM
To: Beth Hulse; oocsmanger@bellsouth.net; chaf@seneca.sc.us; cityofwalhalla@bellsouth.net; dsrn.lh@westminstersc.org; council@targetoc.org
Subject: Concerns from an Oconee County taxpayer and voter - Sewers

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
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Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
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Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Garvin Wood
Return Email: garvinwood@bellsouth.net

Area of Concern: Sewers

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Beth Hulse

From: asp@netmds.com
Sent: Friday, September 14, 2007 3:14 PM
To: Beth Hulse; oocsmanger@belsouth.net; chell@seneca.sc.us; cityofwalhalla@belsouth.net; csmith@westminstersc.org; council@targetoc.org
Subject: Concerns from an Oconee County taxpayer and voter - Sewers

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
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Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Kathy Wood
Return Email: kwood24@yahoo.com

Area of Concern: Sewers

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Beth Hulse

From: asp@netmids.com
Sent: Friday, September 14, 2007 3:17 PM
To: Beth Hulse; opsmanager@belsouth.net; chali@seneca.sc.us; cityofwallhalla@belsouth.net; dsmith@westminster.sc.org; council@targetsc.org
Subject: Concerns from an Oconee County taxpayer and voter - Sewer Proposal

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Wallhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Jim Bell
Return Email: jim@franchise-u.com
Area of Concern: Sewer Proposal

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities. We support the alternative provided by the Sewer Commission, even though it carries a higher cost. It is simply in the best long term interest of the citizens of Oconee County for the Sewer Commission/Sewer Authority to handle the proposed sewer service, not Jacobb. Interestingly, Frank Ables mentioned the possibility of a small plant at the Industrial Park, for the Industrial Park only, managed by the Sewer Commission/Authority. This plan is our preferred direction, but taxpayers will support any reasonable alternative endorsed by the Sewer Commission/Authority. We ask the Cities of Seneca, Wallhalla, and Westminster to use all means at their disposal to insure the County does not proceed with the Jacobb plan. Specifically, we ask that each City refrain from providing its approval to create the new Sewer Authority until Jacobb is totally removed from consideration and that the Sewer Commission strongly enforce all terms of its various contracts with the County.

Beth Hulse

From: asp@netmcs.com
Sent: Friday, September 14, 2007 3:26 PM
To: Beth Hulse; ocoemanager@be.south.net; chall@seneca.sc.us; cityofwalhalla@be.south.net; dsmit@westminstersc.org; council@targetoc.org
Subject: Concerns from an Oconee County taxpayer and voter - Sewers

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
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Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Wayne Edmondson
Return Email: wync84@be.south.net

Area of Concern: Sewers

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Beth Hulse

From: asp@netmds.com
Sent: Friday, September 14, 2007 3:28 PM
To: Beth Hulse; ocsmanager@bellsouth.net; chell@seneca.sc.us; cityofwalhalla@bellsouth.net; dsm1h@westminstersp.org; council@targetoc.org
Subject: [SPAM] Concerns from an Oconee County taxpayer and voter - Sewer/Water Deals
Importance: Low

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Bruce D. Woods
Return Email: webdw@innova.net
Area of Concern: Sewer/Water Deals
Comments: I'd like to briefly offer several concerns:

- 1) Jacabb is an LLC. As I understand it, this means that the members of the LLC have virtually no liability exposure. Additionally, the principle owner of Jacabb, Mr. Goldie, also would have no liability per LLC's performance. If any of the members of the LLC die, the LLC would be dissolved. Unlike a corporation, an LLC's life is limited per the original memberships. Jacabb being an LLC may present some real issues for the county.
- 2) What is the county's protection for performance non-compliance or default? Given the recent courthouse debacle, it would seem prudent to have adequate bonding up front and for the expected life of the project - including post-project clean-up and reclamation. It is not wise to expose future generations of OC residents to a massive liability - regardless of fault.
- 3) Before the county sells or leases any land it owns, it ought to have at least two recent independent appraisals at hand. The existing land near I-85 may have a far larger future value than currently estimated.
- 4) Before the OC Council or Sewer Commission make any water or sewer deals or sign any contracts, they ought to insure that ALL residents of the county are represented. On several proposals and plans I've seen, residents outside of existing cities are disenfranchised with respect to control and authority.
- 5) Selling water to Georgia or Atlanta could well be a "deal with the devil". Once that water has been spoken for, Upstate SC might never have a practical means to stop the outflows. Who knows what our needs may be in the future? Who can say with surety that future rainfalls will be adequate to maintain the lakes as they are now if there are massive

outflows to Georgia?

6) Sound water management is a critical for the upstate's future. Draining lakes, damaging aquifers and streams or allowing waste water [via waste treatment plants or septic systems] that is insufficiently treated back into the water supply would be extraordinary negligent. If a waste water treatment plant's effluent isn't good enough for their managers to drink after treatment, it hasn't been treated sufficiently. We must be willing to use water w/o degrading the environment.

7) And where, pray tell, is the competitive bidding process in all these discussions and proposals? How can the tax payers be sure they're getting a fair shake?

There are a lot of issues that beg clarification, further publicity, more informational public hearings and citizen participation. I'd guess that only a few percent of OC citizens know much about any of the proposals, pros & cons and what they might gain at what future costs to them.

Beth Hulse

From: asp@netmds.com
Sent: Friday, September 14, 2007 3:34 PM
To: Beth Hulse; ocsomanager@bellsouth.net; chali@seneca.sc.us; ctyotwalhalla@bellsouth.net; damith@westminstersc.org; council@targetoc.org
Subject: Concerns from an Oconee County taxpayer and voter - sewer

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Luis Collins
Return Email: lcoconecreator@yahoo.com

Area of Concern: sewer

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

We support the alternative provided by the Sewer Commission, even though it carries a higher cost. It is simply in the best long term interest of the citizens of Oconee County for the Sewer Commission/Sewer Authority to handle the proposed sewer service, not Jacobb.

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Beth Hulse

From: asp@netmds.com
Sent: Friday, September 14, 2007 3:44 PM
To: Beth Hulse; ocsmanage@bellsouth.net; chall@seneca.sc.us; cityofwaihalla@bellsouth.net; dsmith@westminstersc.org; West Union City Hall; council@tergetnc.org
Subject: Concerns from an Oconee County taxpayer and voter - Jacabb Sewer Plan

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Waihalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.
West Union Town Council: Please forward this email to all Councilmen and the Mayor.

From: Marcia Spaeff
Return Email: retinal58@bellsouth.net

Area of Concern: Jacabb Sewer Plan

Comments: Taxpayers believe the Jacabb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Beth Hulse

From: asp@netmcs.com
Sent: Friday, September 14, 2007 4:35 PM
To: Beth Hulse; oocsmanger@bellsouth.net; chali@seneca.sc.us; CityofWalhalla@bellsouth.net; csmith@westminstersc.org; council@targetsc.org
Subject: Concerns from an Oconee County taxpayer and voter - Sewer

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Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Sharon Hamilton
Return Email: kcowecsharon@bellsouth.net
Area of Concern: Sewer

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Beth Hulse

From: asp@notmds.com
Sent: Friday, September 14, 2007 4:41 PM
To: Beth Hulse; descmanager@bellsouth.net; chall@seneca.sc.us; cityofwalhalla@bellsouth.net; dsmith@westminstersc.org; council@targetoc.org
Subject: Concerns from an Oconee County taxpayer and voter - Sewerflaxes

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
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Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Linda Duffy
Return Email: duffy.linda@ mindspring.com
Area of Concern: Sewer/taxes

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Beth Hulse

From: asp@netmids.com
Sent: Friday, September 14, 2007 4:42 PM
To: Beth Hulse; oocsrmanager@bellsouth.net; wes@scstatehouse.net; sge@scsenate.org; whitmirew@scstatehouse.net; bowend@schouse.org; cityofwalhalla@bellsouth.net; dsmith@westminsterse.org; West Union City Hall; council@targetoc.org
Subject: [SPAM] Concerns from an Oconee County taxpayer and voter - JACABB plan
Importance: LOW

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Legislative Delegation: All members receive copies directly.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.
West Union Town Council: Please forward this email to all Councilmen and the Mayor.

From: Kenneth DeFazio
Return Email: knrfax@bellsouth.net

Area of Concern: JACABB plan

Comments: This message is only going to those citizens who have CONSISTENTLY supported TARGETOC efforts to limit growth, spending, and taxation by sending email support messages to government units when asked. Today, I need your help more than ever. I will be making this message as short as possible. I am breaking my own rule of never asking you to do something without giving you as much information as I can to justify what I ask you to do. But, time is so short, I am breaking my own rule. This is a Hail Mary effort to stop Jacabb. The Jacabb plan is so frightening for taxpayers that it must be stopped. George Blanchard said in a public meeting today the Council ==WILL== make a decision Tuesday night. He also emphasized the Council ==WILL== select a taxpayer funded sewer plan. In my opinion, there is no way we can stop it. I believe the Council wants to select Jacabb, so this is our last chance to stop it. I want each of you to send one email. I need 100% participation unless you just don't support this effort. If you do, find the time, make the time, JUST DO IT RIGHT NOW. Ideally, our messages start being received well before 5pm today (Friday) so they can "think about this" all weekend. If you don't get this message until later, send it then, IMMEDIATELY when you open it. Follow these instructions carefully. In particular, do not send your messages ANYWHERE OTHER THAN shown. Doing so HURTS TARGETOC. Do NOT write your own message. Copy and paste the one below. In this case ONLY, writing your own will dilute and confuse our message. We want our intent to be TOTALLY clear. USE OUR MESSAGE. Send your message to: - Oconee County Council - Oconee County Sewer Commission - City of Seneca - City of Walhalla - City of Westminster Total FIVE locations. ALL of these, and NO OTHERS. Click here to send: www.targetoc.org/formmail.htm Include your name and address if you are at all willing. If not, leave it off and send the message without it. But, identifying your name and address will strengthen our voice! The message to send is below the line. Copy and paste ALL of it, including the

's. Don't forget to scroll down and hit the SEND button! Bo Horne 418 East Waterside Drive Seneca, SC 29672 Message to send is below the line - send all of it, as is. -----
----- Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

We support the alternative provided by the Sewer Commission, even though it carries a higher cost. It is simply in the best long term interest of the citizens of Oconee County for the Sewer Commission/Sewer Authority to handle the proposed sewer service, not Jacobb.

Interestingly, Frank Ables mentioned the possibility of a small plant at the Industrial Park, for the Industrial Park only, managed by the Sewer Commission/Authority. This plan is our preferred direction, but taxpayers will support any reasonable alternative endorsed by the Sewer Commission/Authority.

We ask the Cities of Seneca, Walhalla, and Westminster to use all means at their disposal to insure the County does not proceed with the Jacobb plan.

Specifically, we ask that each City refrain from providing its approval to create the new Sewer Authority until Jacobb is totally removed from consideration and that the Sewer Commission strongly enforce all terms of its various contracts with the County.

Lets under take this effort correctly, because once it's done deal, there is no doing it over.

Beth Hulse

From: asp@nelmds.com
Sent: Friday, September 14, 2007 4:44 PM
To: Beth Hulse: pccsmanager@bel-south.net; chall@seneca.sc.us; cityofwalhalla@bel-south.net; dsmith@westminstersc.org; council@targeton.org
Subject: Concerns from an Oconee County taxpayer and voter - sewers

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Pamela Kennedy
Return Email: pamelakenn@sol.com

Area of Concern: sewers

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

We support the alternative provided by the Sewer Commission, even though it carries a higher cost. It is simply in the best long term interest of the citizens of Oconee County for the Sewer Commission/Sewer Authority to handle the proposed sewer service, not Jacobb.

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Beth Hulse

From: aap@netmds.com
Sent: Friday, September 14, 2007 4:46 PM
To: Beth Hulse; ocsomanager@bellsouth.net; chell@seneca.sc.us; cityofwalhalla@bellsouth.net; dsmith@westminster.sc.org; council@targetoc.org
Subject: Concerns from an Oconee County taxpayer and voter - sewers

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Robert Kennedy
Return Email: seyoda@aol.com

Area of Concern: sewers

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Beth Hulso

From: asp@netmds.com
Sent: Friday, September 14, 2007 4:47 PM
To: Beth Hulso; oocsmanger@bellsouth.net; chali@seneca.sc.us; cityofwalhalla@bellsouth.net; council@targetac.org
Subject: Concerns from an Oconee County taxpayer and voter - sewers

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.

From: P. Kennedy
Return Email: pam@bobhillrealty.com

Area of Concern: sewers

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Beth Huise

From: asp@netmds.com
Sent: Friday, September 14, 2007 4:53 PM
To: Beth Huise; cocsmanger@bellsouth.net; chall@seneca.sc.us; cityofwallhalla@bellsouth.net; dsmith@westminstersc.org; council@targetor.org
Subject: Concerns from an Oconee County taxpayer and voter - Sewer on I-85.

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Wallhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Donna Linsin
Return Email: dannahms@bellsouth.net

Area of Concern: Sewer on I-85

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Beth Hulse

From: asp@natmds.com
Sent: Friday, September 14, 2007 4:54 PM
To: Beth Hulse; ossmanager@bellsouth.net; chad@seneca.sc.us; cityofwalhalla@bellsouth.net; dsmith@westminstersc.org; West Union City Hall; council@targetoc.org
Subject: Concerns from an Oconee County taxpayer and voter - sewers

For: **County Council:** Please forward this email to all Councilmen and the Administrator,
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.
West-Union-Town Council: Please forward this email to all Councilmen and the Mayor.

From: Ed Douglas
Return Email: edd8a2d@yahoo.com
Area of Concern: sewers

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Beth Hulse

From: asp@netmids.com
Sent: Friday, September 14, 2007 4:54 PM
To: Beth Hulse; oocsmmanager@bellsouth.net; chali@seneca.sc.us; cityofwalhalla@bellsouth.net; demith@westminstersc.org; council@targetoc.org
Subject: Concerns from an Oconee County taxpayer and voter - Sewer Infrastructure on I-85

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Larry Linsin
Return Email: hannahlin@bellsouth.net
Area of Concern: Sewer Infrastructure on I-85

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Beth Hulse

From: asp@netmcs.com
Sent: Friday, September 14, 2007 6:05 PM
To: Beth Hulse; ocsmanager@bellsouth.net; cityofwaihalla@bellsouth.net; dsmit@westminstersc.org; West Union City Hall; council@targetfor.org
Subject: Concerns from an Oconee County taxpayer and voter - sewers

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.
West Union Town Council: Please forward this email to all Councilmen and the Mayor.

From: R Carbone
Return Email: rckc91@bellsouth.net

Area of Concern: sewers

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Beth Hulse

From: esp@netmds.com
Sent: Friday, September 14, 2007 5:14 PM
To: Beth Hulse; oocsmanger@bellsouth.net; chall@seneca.sc.us; cityofwalhalla@bellsouth.net; dsmith@westminster.sc.org; council@targetoc.org
Subject: Concerns from an Oconee County taxpayer and voter - Jacabb Proposal

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Mark Steele
Return Email: vandy69@bellsouth.net

Area of Concern: Jacabb Proposal

Comments: Taxpayers believe the Jacabb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Mark & Carol Steele 10001 Clovis Drive Seneca, SC 29672

Beth Hulse

From: asp@netmds.com
Sent: Friday, September 14, 2007 5:21 PM
To: Beth Hulse; ocoomanager@bellsouth.net; chad@seneca.sc.us; cityofwaihalla@bellsouth.net; dsmith@westminstersc.org; council@targetoc.org
Subject: Concerns from an Oconee County taxpayer and voter - sewers

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Waihalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: r lusk
Return Email: forrandco@bellsouth.net

Area of Concern: sewers

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Beth Hulse

From: asp@netmds.com
Sent: Friday, September 14, 2007 6:07 PM
To: Beth Hulse; ocoomanager@bellsouth.net; chall@seneca.sc.us; cityofwallhalla@bellsouth.net; damith@westminstersc.org; council@targetco.org
Subject: Concerns from an Oconee County taxpayer and voter - The Jacobb Plan

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Wallhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Barber Knightner, Jr.
Return Email: bknightner@bellsouth.net

Area of Concern: The Jacobb Plan

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Barber Knightner, Jr. 101 Moss St. Seneca, SC 29678

Beth Hulse

From: asp@netmds.com
Sent: Friday, September 14, 2007 7:08 PM
To: Beth Hulse; oocsmgr@bellsouth.net; cha_l@seneca.sc.us; cityofwalhalla@bellsouth.net; dsmith@westminstersc.org; council@targetoc.org
Subject: Concerns from an Oconee County taxpayer and voter - Sewers and Water

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Twila & Barry Cook
Return Email: cookgb@bellsouth.net
Area of Concern: Sewers and Water

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Beth Hulso

From: asp@netmds.com
Sent: Friday, September 14, 2007 8:05 PM
To: Beth Hulso; ocsmanager@bellsouth.net; chall@seneca.sc.us; cityofwaihalla@bellsouth.net; csmith@westminstersc.org; council@targetoc.org
Subject: Concerns from an Oconee County taxpayer and voter - sewers.

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Waihalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Charlie Love@aoc
Return Email: cbsandlin@aimova.net

Area of Concern: sewers

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Beth Hulse

From: asp@netmds.com
Sent: Friday, September 14, 2007 8:36 PM
To: Beth Hulse; oncsmanager@bellsouth.net; chali@seneca.sc.us; cityofwalhalla@bellsouth.net; dsmith@westminstersc.org; council@targetec.org
Subject: Concerns from an Oconee County taxpayer and voter - multiple

For: **County Council:** Please forward this email to all Councilmen and the Administrator,
Sewer Commission: Please forward this email to all Commissioners and the Manager,
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: James R. Sloan
Return Email: rsloan@bellsouth.net

Area of Concern: multiple

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Move To: (Choose Folder) Drafts Sent Mail Trash

Beth Hulse

From: asp@aetmcs.com
Sent: Friday, September 14, 2007 10:55 PM
To: Beth Hulse; oasmanager@bellsouth.net; chall@seneca.sc.us; cityofwalhalla@bellsouth.net; dsmith@westminstersc.org; council@targetsc.org
Subject: Concerns from an Oconee County taxpayer and voter - Jacobb Plan Concerns

For: **County Council:** Please forward this email to all Councilmen and the Administrator,
Sewer Commission: Please forward this email to all Commissioners and the Manager,
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator,
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor,
Westminster City Council: Please forward this email to all Councilmen and the Mayor,

From: Keith Denny
Return Email: keith@canyon-bridge.com

Area of Concern: Jacobb Plan Concerns

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Beth Hulse

From: asp@nelmids.com
Sent: Saturday, September 15, 2007 8:13 AM
To: Beth Hulse: ocscmanager@belisouth.net; chall@seneca.sc.us; cityofwalthalla@belisouth.net; dsmith@westminstersc.org; council@targetloc.org
Subject: Concerns from an Oconee County taxpayer and voter - sewers

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walthalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Robert Hance
Return Email: rob_hance@msn.com

Area of Concern: sewers

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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Robert Hance 508 Merganser Way Salem, SC, 29676

Beth Hulse

From: asp@netmds.com
Sent: Saturday, September 15, 2007 9:23 AM
To: Beth Hulse; oocsmanger@bellsouth.net; chell@seneca.sc.us; cityofwalhalla@bellsouth.net; dmitch@westminstersc.org; council@largeoc.org
Subject: Concerns from an Oconee County taxpayer and voter - sewer proposal

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: RL Hamilton
Return Email: gramphamo@aol.com

Area of Concern: sewer proposal

Comments: As a tax payer and voting citizen I want to protest the underhanded methods and secretive actions pertaining to the private/public sewer proposal under consideration. Lets wait for a public consensus on the proposal before making a decision, lets do it correctly for once. RL Hamilton, Seneca

Beth Hulse

From: asp@netmns.com

Sent: Saturday, September 15, 2007 12:46 PM

To: Beth Hulse; council@targetoc.org

Subject: Concerns from an Oconee County taxpayer and voter - Zoning & Vesting & Subdivision Ordinance

For: ~~County Council~~ Please forward this email to all Councilmen and the Administrator.

From: Twila & Barry Cook

Return Email: cookgb@bellsouth.net

Area of Concern: Zoning & Vesting & Subdivision Ordinance

Comments: We understand that Councilman George Blanchard will place discussion of a zoning-related moratorium and a directive to the Planning Commission on the next meeting agenda. My wife and I encourage all County Council Members to support a moratorium on the construction of high-rise and higher-density developments on properties bordering on Lake Keowee until efforts to create zoning in a special lake district can be completed. We don't need another Montic Lago while work is under way on zoning. We also understand that AQD asked Council to consider changes to the Vesting and Subdivision & Land Development Ordinances. We hope that you will strongly consider their recommendations as they appear to be well thought out and AQD is looking out for our best interests. Also, you can and should use any good help you can get.

Beth Hulsa

From: asp@netmcs.com
Sent: Saturday, September 15, 2007 1:32 PM
To: Beth Hulsa; oocsmanger@bellsouth.net; chell@seneca.sc.us; cityofwalhalla@bellsouth.net; csmith@westminster.sc.org; council@targetoc.org
Subject: Concerns from an Oconee County taxpayer and voter - Sewers

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Phillip W. Lewis
Return Email: plewis@bellsouth.net

Area of Concern: Sewers

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

We support the alternative provided by the Sewer Commission, even though it carries a higher cost. It is simply in the best long term interest of the citizens of Oconee County for the Sewer Commission/Sewer Authority to handle the proposed sewer service, not Jacobb.

Interestingly, Frank Ables mentioned the possibility of a small plant at the Industrial Park, for the Industrial Park only, managed by the Sewer Commission/Authority. This plan is our preferred direction, but taxpayers will support any reasonable alternative endorsed by the Sewer Commission/Authority.

We ask the Cities of Seneca, Walhalla, and Westminster to use all means at their disposal to insure the County does not proceed with the Jacobb plan.

Specifically, we ask that each City refrain from providing its approval to create the new Sewer Authority until Jacobb is totally removed from consideration and that the Sewer Commission strongly enforce all terms of its various contracts with the County.

Beth Hulse

From: asp@netmcs.com
Sent: Saturday, September 16, 2007 5:43 PM
To: Beth Hulse; oocsmanager@bellsouth.net; chall@seneca.sc.us; council@targetloc.org
Subject: Concerns from an Oconee County taxpayer and voter - Tax payer funding Sewers

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.

From: Ron
Return Email: RonG86@aol.com

Area of Concern: Tax payer funding Sewers

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities. We support the alternative provided by the Sewer Commission, even though it carries a higher cost. It is simply in the best long term interest of the citizens of Oconee County for the Sewer Commission/Sewer Authority to handle the proposed sewer service, not Jacobb. Interestingly, Frank Ables mentioned the possibility of a small plant at the Industrial Park, for the Industrial Park only, managed by the Sewer Commission/Authority. This plan is our preferred direction, but taxpayers will support any reasonable alternative endorsed by the Sewer Commission/Authority. We ask the Cities of Seneca, Walhalla, and Westminster to use all means at their disposal to insure the County does not proceed with the Jacobb plan. Specifically, we ask that each City refrain from providing its approval to create the new Sewer Authority until Jacobb is totally removed from consideration and that the Sewer Commission strongly enforce all terms of its various contracts with the County.

Beth Hulse

From: asp@netmds.com
Sent: Sunday, September 16, 2007 8:11 AM
To: Beth Hulse; ocsmanager@bellsouth.net; chali@seneca.sc.us; cityofwalhalla@bellsouth.net; dsmith@westministersc.org; council@targetoc.org
Subject: Concerns from an Oconee County taxpayer and voter - Jacabb Sewer Plan

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Kathy Dye/Chris Mathies
Return Email: andsckoa@charterinternet.com
Area of Concern: Jacabb Sewer Plan

Comments: Taxpayers believe the Jacabb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities. We support the alternative provided by the Sewer Commission, even though it carries a higher cost. It is simply in the best long term interest of the citizens of Oconee County for the Sewer Commission/Sewer Authority to handle the proposed sewer service, not Jacabb. Interestingly, Frank Ables mentioned the possibility of a small plant at the Industrial Park, for the Industrial Park only, managed by the Sewer Commission/Authority. This plan is our preferred direction, but taxpayers will support any reasonable alternative endorsed by the Sewer Commission/Authority. We ask the Cities of Seneca, Walhalla, and Westminster to use all means at their disposal to insure the County does not proceed with the Jacabb plan. Specifically, we ask that each City refrain from providing its approval to create the new Sewer Authority until Jacabb is totally removed from consideration and that the Sewer Commission strongly enforce all terms of its various contracts with the County.

Beth Hulse

From: asp@netmcs.com
Sent: Sunday, September 16, 2007 8:40 AM
To: Beth Hulse; oocsmanger@bellsouth.net; chal@seneca.sc.us; cityofwaihalla@bellsouth.net; dsmith@westminstersc.org; council@targetcc.org
Subject: Concerns from an Oconee County taxpayer and voter - JACABB

For: **County Council:** Please forward this email to all Councilmen and the Administrator,
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Michael J Mowrey
Return Email: mjmowrey@charter.net

Area of Concern: JACABB

Comments: Taxpayers believe the Jacabb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

We support the alternative provided by the Sewer Commission, even though it carries a higher cost. It is simply in the best long term interest of the citizens of Oconee County for the Sewer Commission/Sewer Authority to handle the proposed sewer service, not Jacabb.

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Beth Hulse

From: asp@netmds.com
Sent: Sunday, September 16, 2007 12:41 PM
To: Beth Hulse; council@targetec.org
Subject: Concerns from an Oconee County taxpayer and voter - sewers

For: **County Council:** Please forward this email to all Councilmen and the Administrator.

From: Thomas and Nancy Smolen

Return Email: oppenbcimcrart@bellsouth.net

Area of Concern: sewers

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

We support the alternative provided by the Sewer Commission, even though it carries a higher cost. It is simply in the best long term interest of the citizens of Oconee County for the Sewer Commission/Sewer Authority to handle the proposed sewer service, not Jacobb.

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Specifically, we ask that each City refrain from providing its approval to create the new Sewer Authority until Jacobb is totally removed from consideration and that the Sewer Commission strongly enforce all terms of its various contracts with the County.

Thank you, Thomas and Nancy Smolen

Beth Hulse

From: as2@netrds.com
Sent: Sunday, September 16, 2007 5:05 PM
To: Beth Hulse; oocsmanger@bellsouth.net; salemclerk29676@yahoo.com; chaff@seneca.sc.us; cityofwalthalla@bellsouth.net; dsmith@westminstersc.org, West Union City Hall; council@targetoc.org
Subject: Concerns from an Oconee County taxpayer and voter - Sewers!

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Salem Town Council: Please forward this email to all Councilmen and the Mayor.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walthalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.
West Union Town Council: Please forward this email to all Councilmen and the Mayor.

From: Lyle Caswell
Return Email: kalyca2@aol.com

Area of Concern: Sewers!

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

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-- No virus found in this incoming message. Checked by AVG Free Edition.

Beth Hulse

From: asp@netmds.com
Sent: Sunday, September 16, 2007 8:40 PM
To: Beth Hulse, ocsmanager@bellsouth.net, thall@seneca.sc.us, cityofwalhalla@bellsouth.net, csmith@westminsterse.org, council@targetsc.org
Subject: Concerns from an Oconee County taxpayer and voter - Sewer costs

For: **County Council:** Please forward this email to all Councilmen and the Administrator,
Sewer Commission: Please forward this email to all Commissioners and the Manager,
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator,
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor,
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Walter Knoechel
Return Email: knoechel@comcast.net

Area of Concern: Sewer costs

Comments: Taxpayers believe the Jacobb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

We support the alternative provided by the Sewer Commission, even though it carries a higher cost. It is simply in the best long term interest of the citizens of Oconee County for the Sewer Commission/Sewer Authority to handle the proposed sewer service, not Jacobb.

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Beth Hulse

From: asp@netmds.com
Sent: Monday, September 17, 2007 7:40 AM
To: Beth Hulse; ucscmanager@bellsouth.net; chall@seneca.sc.us; cityofwalhalla@bellsouth.net; dsmith@westminstersc.org; council@targetsc.org
Subject: Concerns from an Oconee County taxpayer and voter - JACABB Plan

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
Sewer Commission: Please forward this email to all Commissioners and the Manager.
Seneca City Council: Please forward to all Councilmen, the Mayor, and the Administrator.
Walhalla City Council: Please forward this email to all Councilmen, the Administrator, and the Mayor.
Westminster City Council: Please forward this email to all Councilmen and the Mayor.

From: Billy Page
Return Email: brpage@duke-energy.com

Area of Concern: JACABB Plan

Comments: Taxpayers believe the Jacabb plan is a huge mistake for Oconee County, involves too many unknowns, and creates huge future liabilities.

We support the alternative provided by the Sewer Commission, even though it carries a higher cost. It is simply in the best long term interest of the citizens of Oconee County for the Sewer Commission/Sewer Authority to handle the proposed sewer service, not Jacabb.

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